

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

1. REQUISITION NO. PAGE 1 OF 184

2. CONTRACT NO. VA798-11-D-0000	3. AWARD/EFFECTIVE DATE 07-05-2011	4. ORDER NO.	5. SOLICITATION NUMBER VA-798-09-RP-0059	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:	a. NAME James Poe	b. TELEPHONE NO. (No Collect Calls) 240-439-6299		8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY Center Acquisition Innovation Frederick Department of Veterans Affairs 7485 New Horizon Way Frederick MD 21703	CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING N/A
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15. DELIVER TO As instructed on Task Orders	CODE	16. ADMINISTERED BY Center Acquisition Innovation Frederick Department of Veterans Affairs 7485 New Horizon Way Frederick MD 21703	CODE
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17a. CONTRACTOR/OFFEROR VetSuccess Contractor, LLC DBA: VSC 1000 Any Street Any City, USA 00000 TELEPHONE NO.	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY As instructed on Task Orders	CODE
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES See CONTINUATION Page	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Contractor's final technical management approach proposal that was due to the Government on Friday, February 4, 2011, has been incorporated by reference herein. Please see pricing schedule in Section B.3. DUNS: 000000000 TIN: 000000000 CAGE: 5NFZ4 (Use Reverse and/or Attach Additional Sheets as Necessary)				
					SUBTOTAL

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) James Poe, III Contracting Officer
30c. DATE SIGNED	31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(Continuation from Standard Form 1449, block 18A)

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

- a. CONTRACTOR: VetSuccess Contractor, LLC

1000 Any Street

Any City, USA 00000

PH: (000) 000-0000

- b. GOVERNMENT: Mr. James Poe, III, Contracting Officer
Center for Acquisition Innovation – Frederick
Department of Veterans Affairs
8490 Progress Drive
Frederick, MD 21701

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

- FAR Part 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration, or
- FAR Part 52.232-36, Payment by Third Party

3. CONTRACTOR INVOICING INSTRUCTIONS:

Invoice instructions will appear on and shall be in accordance with the individual Task Orders.

4. CONTRACT ORDER LIMITATIONS

The minimum contract order for RO 000, Any RO, Any City, USA is \$50,000. The maximum aggregate value of all three contracts shall not exceed \$15,000,000.

2. ORDER OF PRECEDENCE

In any case that there is a conflict between the contract and the offerors proposal, the Government’s contract takes precedence.

B.2 PERFORMANCE WORK STATEMENT

VET SUCCESS VR&E SERVICES CONTRACT

SECTION I. INTRODUCTION and BACKGROUND

A. INTRODUCTION

1. The Department of Veterans Affairs (VA) has authority, pursuant to Title 38 USC Chapters 18, 31, 35 and 36, to provide all services and assistance necessary to enable eligible Veterans with service-connected disabilities to obtain and maintain suitable employment and, if not employable, achieve independence in daily living to the maximum extent feasible. In the discharge of this responsibility, the Vocational Rehabilitation and Employment Service Division (VR&E) within each VBA Regional Office's (RO) jurisdiction undertakes an initial evaluation of the Veteran to determine his or her entitlement for these services and assistance and develops, in cooperation with the Veteran, an Individualized Written Plan of Services. Rehabilitation plans include: Individualized Written Rehabilitation Plans (IWRP) that outline training and job placement services needed to achieve employment goals; employment placement under an Individualized Employment Assistance Plan (IEAP); Individualized Extended Evaluation Plan (IEEP) to determine feasibility for employment; or if employment is not possible, services to enhance the Veteran's independence in daily living under an Individualized Independent Living Plan (IILP).
2. The Veterans Benefits Administration (VBA), Department of Veterans Affairs (VA) is charged with providing assistance to Veterans with service-connected disabilities through Vocational Rehabilitation and Employment (VR&E) services. In order to assure services in close geographic proximity to Veterans and to provide timely services when staff turnover occurs, Contractor assistance may be required to supplement VR&E services. Specialized services may also be required to complement services typically provided by VA Staff.
3. In order to provide these services, VR&E requires Contractor assistance in the following areas: (1) initial assessment; (2) case management services; (3) job placement services to assist the Veteran in finding and maintaining suitable employment; (4) educational and vocational counseling; and (5) discrete services to provide for the specialized needs of Veterans.
4. The objective of the contract is to assist Veterans to obtain and maintain suitable employment and to live as independently as possible in their homes and communities.

B. BACKGROUND

1. Department of Veterans Affairs, Veterans Benefits Administration (VBA) has procured local services for Veterans through VA's jurisdiction through a national contracting initiative. Awarded contracts will be for a period of performance not to exceed a base term of one year and four one-year option periods from date of award. Under the terms of

this contract, an authorized VR&E official will be responsible for: (1) Approval of rehabilitation plans and; (2) Approval or authorization of any specific expenditure or benefit to, or on behalf of, the Veteran whose case is referred to the Contractor. It is understood that no obligation will be incurred under the contract by the Government for any services or benefit to, or on behalf of, a Veteran without prior authorization issued by the designated VR&E official.

2. The VA awarded one or more Firm Fixed Price Indefinite Delivery/Indefinite Quantity (IDIQ) contracts per RO if it determined it was in the Government's best interest. The Government reserves the right NOT to award to an RO based on the proposals received. The guaranteed minimums and maximums are identified by RO (See **Attachment A**).

SECTION II – SCOPE and APPLICABLE DOCUMENTS

A. SCOPE

1. The VA has a requirement for Contractors to provide services in all of the following five Service Groups:

Service Group A:	Initial Assessment/Evaluation,
Service Group B:	Case Management/Rehabilitative Services
Service Group C:	Employment Services
Service Group D:	Educational Vocational Counseling, and
Service Group E:	Discrete Services

2. Services to be performed under the terms and conditions of the Contract are restricted to the major rehabilitation track for those Veterans whose primary rehabilitative objectives include: (1) training and/or employment services resulting in employment suitable to the individual's aptitudes, abilities, and interests; or (2) achievement of independence in daily living.

3. Rehabilitation Objectives:

- a. The rehabilitation objective for a Veteran in an employment or training track is successful placement in suitable competitive employment and completion of work experience, training, or instruction of a vocationally significant nature to assist the Veteran to achieve such employment. Emphasis shall be placed upon assistance designed to assure that the Veteran obtains suitable employment.
- b. The following training, rehabilitation pursuits, and employment needs shall be addressed by the Contractor:
 - 1) Vocational assessment and testing;
 - 2) Career exploration and development of appropriate rehabilitation plans;
 - 3) Vocational counseling and case management;
 - 4) Assistance in using Department of Veterans Affairs (VA) services, and referrals to

- appropriate community services such as State vocational rehabilitation programs;
- 5) Job readiness assessment and services designed to enhance employability; employment referral, resume, and application services; and
 - 6) Placement and post-placement services.
- c. The rehabilitation objective for a Veteran for whom the achievement of a vocational goal has been determined to be infeasible is: (1) to enable the Veteran to achieve independence in daily living; or (2) to reduce the level of assistance required from others. The Contractor, in the case of an individual found by the VA to qualify for a program of independent living service, shall assess and recommend all services and assistance necessary to enable the Veteran to achieve maximum independence in daily living.

B. APPLICABLE DOCUMENTS

The following references are applicable to this PWS:

- Chapters 18, 31, 35 and 36 of Title 38, United States Code
- M28, Vocational Rehabilitation and Employment Manual (<http://www.warms.vba.va.gov>)
- Website for VR&E Program Information (<http://www.vetsuccess.gov>)
- Commission on Rehabilitation Counselor Certification (<http://www.crc certification.com>)
- 38 CFR 21.283 (http://edocket.access.gpo.gov/cfr_2004/julqtr/pdf/38cfr21.284.pdf)

SECTION III – PERFORMANCE REQUIREMENTS

PERFORMANCE REQUIREMENTS

PERFORMANCE REQUIREMENTS: For each of the five (5) major service groups – Initial Assessment/Evaluation; Case Management/Rehabilitative Services; Employment Services; Educational Vocational Counseling; and Discrete Services - VBA will provide case-related documents as needed from the Counseling Evaluation Rehabilitation (CER) file to the Contractor.

The following services shall be provided as directed to the Contractor for Service members and Veterans participating in the VR&E program:

1. Service Group A – Initial Assessments/Evaluations

- a. A-1 Complete Initial Evaluation: The Initial Assessment shall provide the VR&E counselor with sufficient information about the Veteran's prior education, work history, military experience, and the vocational impact of disabilities in relation to the work environment/requirements to support a determination of entitlement. The initial assessment shall also provide collaborative vocational exploration; testing; analysis of transferable skills; evaluation of interests, aptitudes, and abilities; exploration of labor market conditions; and collaboration with the Veteran in the development of a draft rehabilitation plan leading to determination of feasibility to achieve a vocational goal, entry into suitable employment, and/or maximum independence in the community.

The average number of hours to complete an initial assessment is eight (8) hours. The VA may order portions of an initial assessment as listed below, and the Contractor must meet the specified timeframes. Note that combined services below do not equal an initial assessment, but represent some aspects of the entire assessment.

- b. A-2 Vocational Evaluation: Shall include medical, educational, and vocational history, including identification of functional capacity for work, barriers to employment, and assessment of transferable skills; vocational testing to include assessment of academic functioning, interests, aptitudes, and abilities and review the test analysis, results, and implications with the veteran. The average number of hours to complete a vocational evaluation is five (5) hours.
- c. A-3 Transferable Skills Analysis – Shall include an analysis of the Veteran’s current physical capacity, along with worker traits, intellectual level and personal characteristics shown by testing as well as the Veteran’s work and educational history in comparison to the characteristics and demands of specific jobs. The Analysis shall also outline transferable skills for direct employment or skills that may be built upon for future employment. Average time to complete a transferable skills analysis is two (2) hours.
- d. A-4 Vocational Exploration: Shall include a collaborative effort between counselor and client that considers transferable skills, impact of disability condition and residual functioning, vocational testing results, labor market conditions and demands, assistive technology and job modifications, need for services to improve independence in the home and community, and other factors. Note that testing and transferable skills analysis may be required as a part of this package in some cases. Vocational Exploration shall result in the joint development of a draft rehabilitation plan (IWRP, IEEP, and IEAP). Average time to complete vocational exploration is four (4) hours.
- e. A-5(a) Vocational Testing (individual): Vocational Testing (individual) shall include assessment of academic functioning, interests, and aptitudes. Scored, interpreted test results and raw test materials shall be provided to the VA along with relevant testing related behavioral observations within seven (7) calendar days of testing. The average number of hours to complete individual testing, including documentation of scoring, is three (3) hours.
- f. A-5(b) Vocational Testing (group): Additional veterans may be added, under this service, to referral A-5(a) above, for the purpose of constituting a group testing session. Additional veterans added shall be priced at a per-veteran rate for testing materials, scoring and document preparation only. The cost of time for proctoring the tests will have been included in the cost of the service A-5(a) above. Referrals under this service will only be made as an add-on to a referral for Service A-5(a). The average number of hours to score and document testing results for additional veterans is one (1) hour per veteran. Scored, interpreted test results and raw test materials shall be provided to the VA along with relevant testing related behavioral observations within seven (7) calendar days of testing. Group size shall not exceed 12.

- g. All services provided in service group A must be provided by Counselors who meet the qualifications outlined below in Section IV.C. Contractor will utilize mandatory forms and work aids identified in M28 references.
- h. Reports: Preparation of a written report and required forms to VA shall be in compliance with guidance in the M28 manual at (<http://www.warms.vba.va.gov>). Reports shall be delivered within 30 days of referral. If the deliverable due dates cannot be met due to unavailability of the veteran or other related issues, the Contractor shall contact the VA Counselor prior to the deadline to review extenuating circumstances and request an extension. Extensions are subject to VA approval. VA Vocational Rehabilitation Counselors, Employment Coordinators, VR&E Officers and/or VR&E Officers may approve extensions. These will be documented on the VR&E contract referral form.
- i. Payment: The billable unit will be the delivery of the completed report, which documents the work performed. All Service Group A packages are flat-rate packages, payable if complete services are delivered within the stated performance standards.
- j. Report templates for Service Group A are located in Attachment C of this contract.

2. Service Group B - Case Management

- a. The Contractor will provide case management services as required to achieve the objectives of the written rehabilitation plan provided by the VA, to include supportive services, such as addressing medical, financial, academic, and community needs, and preparing Veterans to become job ready. Case Management requires frequent and ongoing services that are provided during Veterans' participation in rehabilitation plans to continually address and provide supportive services and track progress in the following areas: academic, job readiness, medical, financial, independent living, and community issues.

The Contractor providing case management support, in accordance with the rehabilitation plan, shall:

- 1) Establish rapport with the Veteran and maintain active contact with the Veteran via face-to-face meetings at the Veteran's educational facility and through frequent phone and email contacts. The purpose of the contacts is to continually assess progress in all aspects of the rehabilitation plan and provide supportive services or referrals to address academic, medical, financial, or other problems/stressors that present barriers to successful completion of the rehabilitation plan;
- 2) Obtain information needed to document the Veteran's progress, including transcripts, academic schedules, medical reports, etc. Review information and address any problems and concerns with appropriate counseling, guidance, referrals, and/or consultation with VA counselor;

- 3) Develop and maintain a referral system to ensure that the Veteran is given access to available vocational rehabilitation, medical, or other VA benefits for which he or she is eligible;
 - 4) Coordinate the receipt of services with appropriate medical providers or other providers. As appropriate, participate in treatment team and discharge planning to ensure continuity of services and incorporation of medical or vocational recommendations into rehabilitation plan;
 - 5) Serve as a liaison between service providers, educational facilities, etc. and the Regional Office - VR&E Division to ensure Veteran's receipt of the services and benefits, including subsistence allowance, books, tuition payment, medical referrals, etc.;
 - 6) Identify the supplies and services specifically required for the Veteran by the VA approved rehabilitation plan, and coordinate with VA to facilitate receipt of these items;
 - 7) Serve as a liaison to the State vocational rehabilitation service, state workforce board employees, and other Federal, State and community agencies to ensure Veteran's receipt of needed services;
 - 8) Recommend revisions to the rehabilitation plan as the Veteran's circumstances dictate; and
 - 9) Continually document contacts and actions for the file on VA Form 28-119. Document required face-to-face case management meetings on VA Form 28-1905D in accordance with level of service. Utilize required forms for educational referrals (28-1905) and medical referrals (28-8861), obtaining required VA signatures. Utilize other mandatory forms and work aids identified in M28 references.
- b. Service Levels – Under the umbrella of case management, VA will specify the service level of case management support necessitated by the complexity of the individual case in the rehabilitation plan. The Contractor is required to perform the requirements in accordance with the following service levels:
- 1) B-1 Standard Case Management - This category includes Veterans pursuing long-term training programs who are in need of on-going support toward achievement of employment goals. Personal face-to-face contact must be made at least once per school term or more frequently if the Veteran's circumstances dictate. The school term is defined by the training facility. Average face-to-face contact is once every 4 months, with routine support provided in an ongoing manner. Average hours meeting (to include prep-time, meeting and post actions) for standard case management is one and a quarter (1.25) hours. Additional meetings (hours) may be requested and pre-approved by the VR&E officer as an individual case requires.
 - 2) B-2 Intensive Case Management - This category of services includes Veterans who need substantial assistance to achieve rehabilitation goals and/or those in short term rehabilitation programs, such as certificate training programs, extended evaluation programs, etc. Personal contact must be made on a frequent basis to ensure close

monitoring of progress and quick response to need for services, interventions, or referrals. At least one personal contact per month (no more than 30 days between each meeting) must be face-to-face. Monthly reports will also document on-going intervention as needed. Average hours per month to provide intensive case management is two (2) hours.

- 3) B-3 Interrupted Follow-Up Services – This category of services is provided to Veterans who need ongoing follow-up services during a period of medical or other interruption to ensure that service needs are met. Frequency of contact is dictated by Veteran needs and circumstances. This level of service requires a minimum of at least one monthly verbal contact (no more than 30 days between each contact). More frequent contact by phone and/or e-mail is recommended. Face-to-face contacts are preferred, but not required. If attempts to provide verbal and/or face-to-face contact are unsuccessful, documentation will reflect follow-up by mail and other appropriate avenues. Billing for this package will be considered if the file demonstrates sufficient effort for follow-up; however, failure of the Veteran to cooperate must be staffed with the VA at least monthly for consideration of payment beyond the first 30 days when the Veteran is not cooperating. Average hours per month to provide follow-up services is one (1) hour.
- c. Reports: The Contractor shall provide services to the Veteran as specified in the service levels above (i.e., Standard, Intensive, or Interrupted Follow-Up), and a case management report shall be submitted monthly for Standardized (case notes documenting on-going contact are sufficient except when documenting face-to-face meetings), Intensive and Follow-Up Service categories, and after each face-to-face contact for Standard Case Management Services (face-to-face meeting may be included with regular monthly report). The report shall describe the Veteran's progress in relation to each objective of the rehabilitation plan, including interventions made and actions to be taken. The VA requires copies of documented case management activities (i.e., forms, phone contacts, etc.) to be submitted on a monthly basis. Under no circumstances may a Contractor continue to provide and bill for services when required follow-up is not being provided due to lack of follow-up by Contractor or non-cooperation by Veteran. Reports are due within seven (7) days of each face-to-face visit, with summary reports required each 30 days and at conclusion of case management services. Report template is located in Attachment C of this contract.
 - d. All services provided in service group B must be provided by Counselors who meet the qualifications outlined below in Section IV.C. Contractor will utilize mandatory forms and work aids identified in M28 references.
 - e. Payment: All Service Group B services are monthly packages, which may be referred for time periods of one or more months. Payment is dependent upon delivery within established performance standards. Although referrals may be made for multiple months, billing will be accepted for monthly increments. No payments under Service Group B will be issued on a pro-rated basis (partial month).

f. Report templates for Service Group B are located in Attachment C of this contract.

3. Service Group C - Employment Services

a. Employment Services are for those Veterans deemed capable of re-entering the workforce. The contractor will be required to place veterans into suitable employment, as defined by CFR 21.283(b) at a rate at least equal to the employment rehabilitation rate percentage published in the VA's Annual Budget Submission for the year corresponding to when the referral was issued. In fiscal year 2009, this standard was 75%. This rate will be computed as a percentage of placements in suitable employment compared to total cases referred during each contract year. Cases remaining active with the contractor at the end of the contract year will be computed in the next year's data. Suitable employment must be consistent with criteria in VA'S M28 manual guidance. When evaluating quality of contractor work, VA will consider performance in all areas, with future referrals being made based on overall quality. Poor performance in any category could impact future contract referrals for all categories of services. The link for the VA's Annual Budget Submission online is <http://www4.va.gov/budget/products.asp>. Services provided are to assist Veterans to obtain and maintain suitable employment consistent with the Veteran's rehabilitation plan. This includes job readiness assistance, résumé development, interview skills and job placement services, and post-placement follow-up.

At each stage, contract counselors may consider and recommend additional services if needed, including but not limited to: Remedial or developmental instruction; personal or adjustment counseling; adaptive equipment or assistive technology; independent living services; medical services; financial services, etc.; and/or other benefits from the VA, State vocational rehabilitation programs, and/or community programs. The required services include:

- 1) C-1 Stage 1: Job Readiness Assessment: The Contractor shall complete the job readiness assessment within 30 calendar days after Contractor receipt of the referral for job readiness assessment services. The job readiness assessment will be conducted via at least one face-to-face meeting with the Veteran and shall address the Veteran's job readiness skills in the following areas: job seeking skills; interview skills; application preparation skills; disability disclosure and self-advocacy skills; knowledge of labor market conditions; realistic job/salary expectations; quality of resume or need for assistance to refine resume; and approach to job search process. Average hours to complete a Job Readiness Assessment is two (2) hours.

Reports: The report shall be delivered within 7 calendar days of initial appointment. Contractor will utilize mandatory forms and work aids identified in M28 references.

- 2) C-2 Stage 2: Job Readiness and Job Placement Services: The Contractor shall meet individually with the Veteran to provide individualized job readiness services within 14 calendar days after Contractor's receipt of the referral for job readiness services and continue to provide case-specific services throughout the job search phase. The following job readiness services may be required by the Contractor to assist the Veteran in preparing for the job search phase of his or her program, with the specific job readiness program tailored to each individual Veteran's needs:
- a) Job Readiness Services: The Contractor shall provide direct services necessary to assist the Veteran with job readiness, in accordance with the Veteran's rehabilitation plan. Services include:
 - i. Training in interview skills, including mock interviews and feedback, and scheduling of employer information interviews and feedback;
 - ii. Résumé preparation services and assistance in preparing example "template" job applications, cover letters, and follow-up letters;
 - iii. Provide training and assistance to the Veteran to understand local labor market to make an informed vocational choice. This includes salary and benefit information, and job education/experience requirements;
 - iv. Provide training to the Veterans on how to identify suitable job openings, and how to schedule interviews; and
 - v. Provide training on disability awareness, for appropriate disclosure of disability information, including how to effectively self-advocate for reasonable accommodations, services, and equipment.
 - b) Job Placement Services: The Contractor shall provide direct services necessary to assist the Veteran in entering suitable employment, in accordance with the Veteran's rehabilitation plan. Services include:
 - i. Scheduling job interviews, providing job leads, and follow-up services with employers to facilitate hiring actions and successful job placement;
 - ii. When necessary, accompany Veterans on job interviews, assist with the identification of required job accommodations;
 - iii. Make recommendations to VR&E for supplies or services specifically required for the Veteran to secure and maintain suitable employment.
 - iv. The Contractor will meet face-to-face with Veterans being provided job placement assistance at least once during each 30 day period or more

frequently if the Veteran's situation dictates; the Contractor shall provide at least five documented and viable job leads (unless fewer are approved by VA and thus noted on referral form) and follow-up each week; and corresponding reports that document job placement activity of both the Contractor and Veteran, to be received at VA by the 15th and 30th of each month (15th and 28th in February).

The average number of hours per referral per veteran per month for Job Readiness Development and Job Placement Services is eight (8) hours. This information is given for the offeror to identify adequate staffing.

Reports: The report shall be delivered within 7 calendar days of initial appointment and every 14-calendar days thereafter. Contractor will utilize mandatory forms and work aids identified in M28 references.

- 3) C-3 Stage 3: Follow-up services – continued follow-up and guidance is required until the Veteran achieves “rehab ready” status, meaning that the Veteran has maintained employment for at least 60 days with no adjustment issues for traditional employment or one year for self employment or contract jobs. At least one meeting will be conducted face-to-face during each 30 day period.

Job placement follow-up services to ensure a smooth transition into the job market; as necessary, provide more extensive follow-up prior to declaration of “rehab-ready” to ensure stability on the job;

Completed cases: Follow-up reports detailing adjustment, services provided, and additional service needs will be submitted no later than 30 days following initial job placement and monthly (no more than 30 calendar days) until the Veteran is declared rehabilitated by VA or the VA requests case closure. A final summary report will be submitted within 15 days of the conclusion of services.

The average number of hours per referral per veteran per month for Follow-up Services is one (1) hour. This information is given for the offeror to identify adequate staffing.

Reports: For Stage 3, twice monthly progress reports shall be delivered to the VA by the 15th and 30th of each month (15th and 28th in February) in accordance with the M28 manual. A final summary report shall also be submitted at the conclusion of services to be received within 15 days. Meetings with Veterans shall occur as specified in the stages outlined above, with job readiness services continuing throughout as needed. Contractor will utilize mandatory forms and work aids identified in M28 references.

- b. All services provided in service group C must be provided by key personnel who meet the minimum qualifications outlined in Section IV.C.

- c. Payment: Service Group C packages are hourly rate, payable if complete services are delivered within the stated performance standards. Hourly billing must be submitted in 1/10th hour increments and must be accompanied by itemized billing that outlines services provided for each increment billed. Accompanying documentation must be adequate to support hourly billing. If hourly referrals are cancelled by the VA, completed hours may be submitted for payment. All payments will be contingent upon meeting the performance standards in Section III. No more than 10 hours of services shall be referred at a time. Since individual veterans may require more than 10 hours of services, additional referrals may be issued in increments of 10 hours or less.
- d. Report templates for Service Group C are located in **Attachment C** of this contract.

4. Service Group D – Educational and Vocational Counseling (Chapter 36 and Chapter 35).

The Contractor will assist Service members and Veterans to establish employment objectives and outline career counseling/education required to achieve their educational/vocational goals. The following training, rehabilitation, and employment needs shall be addressed by the Contractor for Service members and Veterans receiving Chapter 36 services and to Dependents receiving Chapter 35 services.

- a. D-1 Initial Educational and Vocational Assessment
 - 1) Vocational and medical history that includes medical, educational, and vocational history, including identification of functional capacity for work, barriers to employment, and assessment of transferable skills;
 - 2) Vocational testing to include assessment of academic functioning, interests, aptitudes, and abilities;
 - 3) Transferable Skills Analysis that includes an analysis of the Service member, Veteran's, or dependent's current physical capacity, along with worker traits, intellectual level and personal characteristics shown by testing as well as the Veteran's work and educational history in comparison to the characteristics and demands of specific jobs. The analysis shall also outline transferable skills for direct employment or skills that may be built upon for future employment;
 - 4) Vocational counseling that considers transferable skills, impact of disability condition(s) and residual functioning, vocational testing results, labor market conditions and demands, assistive technology and job modifications, and other factors. Vocational exploration results in the identification of a job goal and steps needed to achieve that goal, including education or other training.

- 5) Reports: A complete initial Educational and Vocational assessment shall be delivered in the form of a written report to the VR&E Officer within 30 calendar days after date of the referral for services. Contractor will utilize mandatory forms and work aids identified in M28 references.
- 6) The average number of hours to complete an initial educational and vocational assessment is four (4) hours.

b. D-2 Educational and Vocational Career Counseling

- 1) The Contractor shall secure the referral information and authorization from the VA for educational and vocational counseling services. Within seven (7) calendar days after securing the referral for educational and vocational counseling services, the Contractor shall complete the individual counseling session with the Service member, dependent, or Veteran. A complete report shall be submitted by the Contractor to the VA within seven (7) calendar days of the Ed/Voc counseling session. Career counseling services include: a one-time counseling session to assist with the resolution of academic, medical, financial, or other barriers interfering with progress in educational program; and coordination of necessary referrals.
- 2) Reports: The Contractor shall deliver a report of contact within seven (7) days after the completed Educational and Vocational counseling service. If the deliverable date cannot be met due to an issue with the individual receiving services, the Contractor shall contact the VA Counselor prior to that deadline to request an extension. If additional counseling sessions are needed, the Contractor shall staff the needs with the VA as expeditiously as possible to discuss additional referrals needed to ensure prompt service provision.
- 3) The average number of hours to complete educational and vocational career counseling is two (2) hours.
- 4) All services provided in service group D must be provided by Counselors who meet the qualifications outlined below in Section IV.C.
- 5) Payment: All Service Group D packages are flat-rate packages, payable if complete services are delivered within performance standards.
- 6) Report templates for Service Group D are located in Attachment C of this contract.

5. Service Group E – Discrete Services

This Service Group includes independent living (IL) assessments, job coaching, life skills coaching, and job site analysis. Contractor personnel may need to travel to remote locations. Due to the scope of these individualized services, VA may authorize travel expenses. In all cases, pre-approval of travel costs is required by the VA.

Discrete services include short-term, unique services needed for Veterans during the rehabilitation process that are not specified in Service Groups A-D. The following Discrete Services may be ordered on an as needed basis:

- a. E-1 Independent Living Assessment: This flat-rate package is for an in-home assessment of an individual's ability to care for themselves on a daily basis and live independently at home and in the community. The initial appointment will take place within 10 calendar days of referral and the final report will be submitted within 30 calendar days of referral. The report will correspond with requirements in M28. The average number of hours to complete an Independent Living assessment is four (4) hours.
- b. E-2 Job Coaching: The Contractor shall provide hourly services to individuals in need of one-on-one job coaching to maintain competitive, transitional, or supported employment. No more than ten (10) hours of services will be referred at a time.
- c. E-3 Life Skills Coaching: The Contractor shall provide hourly services to individuals in need of one-on-one life skills coaching to develop and sustain independence in the community, for example, utilizing public transportation, establishing and maintaining volunteer work, etc. No more than ten (10) hours of services will be referred at a time.
- d. E-4 Job Site Analysis: The Contractor shall provide, as a flat rate package, observation of job at site and description of job tasks and associated knowledge, skills, abilities, physical demand, and other characteristics required to perform those tasks. The average number of hours to complete a Job Site Analysis is four (4) hours.
- e. For the Independent Living Assessments, a locally licensed Occupational Therapist (OT) or Certified Rehabilitation Counselor will be required. Other services that may be required under Service Group E must be provided by contract service providers that have the experience and training to complete the tasks assigned to industry standards. See minimum qualifications outlined in Section IV.C.
- f. Reports: Reports for flat rate packages are due within 30 calendar days of referral. Reports for hourly packages are due within seven (7) calendar days of the conclusion of each ten (10) hours of billing or each 30 calendar days post referral, whichever date is earliest. Contractor will utilize mandatory forms and work aids identified in M28 references.
- g. Payment: Flat rate Service Group E packages Independent Living Assessments and Job Site Analysis are payable if complete services are delivered within performance standards. Job Coaching and Life Skills Coaching are hourly and may be billed after 10 hours of services have been completed, or for the total hours completed, if less than 10 hours. Hourly billing must be submitted in 1/10th hour increments and must be accompanied by itemized billing that outlines services provided for each increment billed. Accompanying documentation shall be adequate to support hourly billing. If

hourly referrals are cancelled by the VA, completed hours may be submitted for payment. All payments shall be contingent upon meeting the performance standards.

h. Report templates for Service Group E are located in Attachment C of this contract.

SECTION IV - SPECIAL REQUIREMENTS

A. PROCEDURES FOR ABOVE STANDARD AND BELOW STANDARD PERFORMANCE

1. **Above standard performance.** This contract does not provide monetary incentive above the value of the task order for performance above standard. This circumstance does not however lessen the importance of timely and quality performance of all tasks under this contract. The COTR and others performing surveillance will document high quality performance (e.g., timely delivery of data, accurate and quality content of reports) and ensure this record of performance becomes part of the Contractor’s past performance record which will be entered annually in Past Performance Information Retrieval System (PPIRS). PPIRS is used by federal contract agencies to evaluate Contractor past performance. Past performance records are considered when placement of future task orders on this multiple award acquisition (as applicable) as detailed in Section IV.G. of PWS (Basis for Issuance of Task Orders (Multiple Award Contracts)).

2. **Below standard performance.** All reports that are not prepared in accordance with M28 manual and **Attachment C** will be returned to the Contractor for correction at the Contractor’s expense. The Contractor cannot invoice or receive payment until a report has been determined acceptable by the applicable COTR in writing on the QA Form (see **Attachment D** and Section IV.H. (Invoice Instructions)). The COTR and others performing surveillance will document below standard performance (i.e., untimely submission of reports, report submissions requiring multiple revisions, consistently falling below Acceptable Quality Level (AQL(s)) and ensure this record of performance becomes part of the Contractor’s past performance record. The Contractor’s past performance record will be considered in placement of future task orders (if applicable) and be entered into PPIRS.

3. **PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Surveillance Method	Incentive
Service Group A: Initial Assessment/ Evaluation/ Testing				

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<p>A-1 Complete Initial Evaluation reference PWS Section III.1.a.</p>	<p>A-1, A-2, A-3, and A-4: Reports shall be delivered within 30 days of referral, reference PWS Section III.1</p>	<p>Reports are received timely based on the performance standard 90% of the time.</p>	<p>Electronic mail date stamp by the receiving official (100% surveillance)</p>	<p>Reference PWS Section III.1 and Section IV.A.1&2.</p>
<p>A-2 Vocational Evaluation reference PWS Section III.1b.</p>		<p>Reports are not returned to the Contractor for revisions 90% of the time.</p>		
<p>A-3 Transferable Skills Analysis reference PWS Section III.1c.</p>			<p>(100% surveillance)</p>	
<p>A-4 Vocational Exploration reference PWS Section III.1d.</p>			<p>COTR review of report</p>	
<p>A-5(a) Vocational Testing (Individual) reference PWS Section III.1.e.</p>	<p>A.5.(a) & (b) Test Results shall be delivered within seven (7) calendar days of testing. Reference PWS Section III.1.</p>			
<p>A-5(b) Vocational Testing (Group) reference PWS Section III.1.f.</p>				

Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Surveillance Method	Incentive
Service Group B: Case Management				

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<p>B-I Standard Case Management reference PWS III.2.b., 1).</p> <p>B-2 Intensive Case Management reference PWS III.2.b., 2).</p> <p>B-3 Interrupted Follow-Up Services Reference PWS III.2.b.3).</p>	<p>B-1, B-2, and B-3: Reports are due within seven (7) days of each face-to-face visit, with summary reports required every 30 days and at conclusion of case management services. Reference PWS Section III.2.</p>	<p>Reports are received timely based on the performance standard 90% of the time.</p> <p>Reports are not returned to the Contractor for revisions 90% of the time.</p> <p>Reports are not returned to the Contractor for revisions 90% of the time.</p>	<p>Electronic mail date stamp by the receiving official</p> <p>(100% surveillance)</p> <p>COTR review of report</p>	<p>Reference PWS Section III.2. and Section IV.A.1&2</p>
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Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Surveillance Method	Incentive
<p>Service Group C: Employment Services</p>	<p>Referral is based on the rate at least equal to the employment rehabilitation rate percentage published in the VA's Annual Budget Submission for the year corresponding to when the referral was issued.</p>	<p>90% of the Referrals must be placed</p>		

<p>Stage 1: Job Readiness Assessment reference PWS Section III.3.a.1)</p>	<p>Stage 1: Reports will be delivered within 7 calendar days of initial appointment. Reference PWS Section III.3.</p>	<p>Reports are received timely based on the performance standard 90% of the time.</p>	<p>Electronic mail date stamp by the receiving official (100% surveillance)</p>	<p>Reference PWS Section III.3. and Section IV.A.1&2</p>
<p>Stage 2: Job Readiness Development and Job Placement Services reference PWS Section III.3.a.2)</p>	<p>Stage 2: Reports will be delivered within 7 calendar days of initial appointment and every 14 -calendar days thereafter. Reference PWS Section III.3.</p> <p>Document Job Placement IAW PWS Section III.3. to be received at VA by the 15th and 30th of each month.</p>	<p>Reports are not returned to the Contractor for revisions 90% of the time.</p>	<p>(100% surveillance)</p>	
<p>Stage 3: Follow-Up Services reference PWS Section III.3.a.3)</p>	<p>Stage 3: Twice monthly progress reports shall be delivered to the VA by the 15th and 30th of each month (15th and 28th in February). A final summary report will also be submitted at the conclusion of services to be received within 15 days. Reference PWS Section III.3.</p>	<p>Reports are not returned to the Contractor for revisions 90% of the time.</p>	<p>COTR review of report</p>	

Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Surveillance Method	Incentive
<p>Service Group D: Educational and Vocational Counseling (Chapter 36 and Chapter 35)</p> <p>D-1 Initial Educational and Vocational Assessment reference PWS III.4.a.</p>	<p>D-1: A complete initial Educational and Vocational assessment shall be delivered in the form of a written report to the VR&E Officer within 30 calendar days after date of the referral for services. Reference PWS III.4</p>	<p>Reports are received timely based on the performance standard 90% of the time.</p>	<p>Electronic mail date stamp by the receiving official</p> <p>(100% surveillance)</p>	<p>Reference PWS Section III.4. and Section IV.A.1&2</p>

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D-2 Educational and Vocational Career Counseling reference PWS III.4.b.	D-2: The Contractor shall deliver a report of contact within seven (7) calendar days after the completed Educational and Vocational counseling service. Reference PWS III.4	Reports are not returned to the Contractor for revisions 90% of the time.	COTR review of report	
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Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Surveillance Method	Incentive
Service Group E: Discrete Services				
E-1 Independent Living Assessment reference PWS III.5.a.	E-1 and E-4: Reports are due within 30 calendar days of referral. Reference PWS III.5.	Reports are received timely based on the performance standard 90% of the time.	Electronic mail date stamp by the receiving official	
E-2 Job Coaching reference PWS III.5.b.	E-2 and E-3: Reports are due within seven (7) calendar days of the conclusion of each ten (10) hours of billing or	Reports are not returned to the Contractor for revisions 90% of the time.	(100% surveillance)	Reference PWS Section III.5. and Section IV.A.1&2

<p>E-3 Life Skills Coaching reference PWS III.5.c.</p>	<p>each 30 calendar days post referral, whichever date is earliest. Reference PWS III.5.</p>		<p>COTR review of report</p>	
<p>E-4 Job Site Analysis reference PWS III.5.d.</p>	<p>E-1 and E-4: Reports are due within 30 calendar days of referral. Reference PWS III.5.</p>			

- a. Coverage of Jurisdiction – Contractor shall have an adequate number of trained counseling staff to ensure provision of services for Veteran clientele throughout the Regional Office jurisdiction.
- b. Responsiveness - If awarded a contract, the Contractor shall address problem issues with the Contracting Officer Technical Representative (COTR) or Quality Assurance Manager (QAM) in a timely manner to ensure services are rendered and reports are submitted within required timelines identified in the PWS.
- c. Customer Satisfaction – The Contractor shall provide a level of service that is responsive to Veteran or eligible dependents’ needs, as evidenced by positive feedback from clients, lack of complaints, and periodic contact of clients by VR&E to assess customer satisfaction.

B. KEY PERSONNEL

1. The key personnel listed below are considered essential by the Government and to the work being performed under the TOs awarded under the contract, and shall not be replaced or substituted for the first 180 days (or other date specified in the TO) after TO award. The key personnel assigned to or utilized by the Contractor in the performance of a TO must be accessible to the Government for services under the contract. Replacements due to circumstances beyond the Contractor's control such as death, illness or the like must be of equal or better qualifications and approved by the COTR. The Contractor and/or Key Personnel shall be insured, licensed and/or certified if required by the state or local statute for all ROs proposed. The Contractor shall supply proof of state required insurance, license and/or certification to the RO COTR within 30 days after notice of award. The following are the list of Key Personnel:
 - a. Contract Administrator/Program Manager
 - b. All counselors (rehabilitation, job placement, and other)
 - c. Occupational Therapists
 - d. Employment Specialist

2. The Government reserves the right to examine, and approve or disapprove the Contractor's staff based on information provided in credentials and/or résumés. The COTR, at the RO will notify the Contractor of acceptance of newly proposed employees within 10 days of receipt of credentials, diplomas, and résumés.
3. Only those individuals that meet the qualifications of the contract, and have been approved by the COTR, at the RO shall perform services under the contract and the subsequent TO's. Under no circumstances will interns be approved to provide professional services under the contract.

C. QUALIFICATION REQUIREMENTS FOR KEY PERSONNEL

1. Contract Administrator/Program Manager:

Contract Administrator/Program Manager must have one (1) year experience in Technical Vocational Rehabilitation and management of rehabilitation services. They must possess communication/office skills commensurate with the job.

2. All Counselors:

Must meet the qualifications listed in items 1, 2 or 3 as described below, having a minimum of the following:

1. A Masters Degree in Rehabilitation Counseling from an accredited college or university.
2. Master's Degree in Counseling Psychology / Counselor Education from accredited colleges or universities; AND IN ADDITION TO THIS DEGREE, EITHER:
 - a. Possess a Commission on Rehabilitation Counselor Certification (CRC) or Certified Vocational Evaluator (CVE) credentialOR:
 - b. Possess two or more years of work experience in the field of vocational rehabilitation.
3. Master's Degree in a closely related counseling discipline (related counseling disciplines will be considered from accredited colleges or universities when the individual has completed coursework that includes medical aspects of disability, vocational testing, and job placement) from an accredited college or university; AND IN ADDITION TO THIS DEGREE, EITHER:
 - a. Possess a Commission on Rehabilitation Counselor Certification (CRC) or Certified Vocational Evaluator (CVE) credentialOR:

- b. Possess two or more years of work experience in the field of vocational rehabilitation.

Contractors must submit resumes, transcript and copy of CRC for each counselor working on the Vet Success Contract at time of award. These credentials are required for all counselors working in any service group. Counselors, in the performance of services under the contract, shall use standard counseling principles and procedures generally recognized within the counseling profession by the Commission on Rehabilitation Counselor Certification (CRC) at <http://www.crcertification.com>.

3. Other professionals:

- a. Employment Specialists: Providers must possess at least two years experience in providing direct job placement and/or job readiness services. The Contractor shall maintain résumés, current licenses, and/or certifications for Contractor personnel performing Employment Services. Individuals who possess the qualifications outlined for contract counselors above may be approved to provide employment services even if they do not possess required employment services experience.
- b. Independent Living (IL) Assessments: Occupational Therapists (OT) or Certified Rehabilitation Counselors shall be certified and licensed if required by local state or statute. Must submit a current copy of license to practice Occupational Therapy or Certified Rehabilitation in the state in which the Offeror is proposing at time of award. The Contractor shall maintain résumés, current licenses, and/or certifications for Contractor personnel performing IL Assessment services.
- c. Discrete Services (Other than IL): Job coaching, life skill coaching and job site analysis shall be no less than a Rehabilitation Counselor (see IV.C.2. above). Contractor shall maintain resumes, current licenses and/or certifications for Contractor personnel performing Discrete Services.

4. The Contractor shall require its professional staff to attend free training sessions given by the VA. Contractors are responsible for the transportation/per diem cost of attendance by the Counselor(s) attending these training sessions at the sponsored VA Regional Office, not to exceed 24 total hours. The Contractor shall be responsible for providing its staff with at least two (2) (equivalent to two (2) or more C.E.U.s) additional relevant professional training courses per year in the field of counseling and rehabilitation. VA or other organizations, such as colleges or professional associations, generally recognized as providing such training, shall sponsor the courses. This training is required for continued performance under the contract by any Contract professional. The Contractor shall report annually to the COTR at the RO, the names of courses taken, date of any course, and the provider of said course for each Contract professional proposed to work, or working under the contract. Exceptions or alternate training methods may be approved for Contractors located OCONUS.

D. GEOGRAPHICAL SERVICE AREAS FOR COUNSELING SERVICES

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1. Requests for counseling services shall be referred by VBA to Contractors from among those Veterans living in the RO jurisdiction. See RO listing in **Attachment E**.
2. The counseling location shall meet all applicable requirements for accessibility mandated by the Americans with Disabilities Act (ADA) of 1990, as amended.
3. New Definition for Office Location to include Travel Rate as follows:
 - a. The Offeror must provide an office within 50 miles of the Regional Office (RO), outbased office or Veteran Affairs Medical Center (VAMCs) within each RO proposed; however, if two ROs, outbased offices, or VAMCs are within 50 miles of each other, the offeror shall choose only one facility to place its office within the 50 mile location. See Revised Attachment P for the list of ROs, outbased offices and VAMCs. Offeror must submit Attachment F, Pre-Award Certification & Site Survey, within 30 days after award in accordance with Section B.2., Section IV.K (new start-up section). If office locations are not approved by the CO/COR/COTR the contract may be terminated. The government must be notified in advance and approve any change in office locations at least 30 days prior to office relocation.
 - b. For services provided that are 50 miles outside of the radius of the closest RO, outbased office or VAMC or the Offeror's proposed location, whichever is closest to the referred veteran, pre-approved travel will be invoiced for employee's time and mileage. Travel time to and from the destination will be invoiced at 50% of the unit price (column E of the pricing sheet) for CLIN 0004B4 for the base year and of the corresponding CLIN for each option year (1004B4, 2004B4, 3004B4, and 4004B4). Travel and mileage will be paid IAW the Federal Travel Regulation (FTR), www.gsa.gov/fttr, for the distance traveled to and from the destination. The travel distance (mileage) and time will be calculated by using MapQuest.com with the starting point being the nearest RO, out based office, or VAMC to the referred Veteran and the end point being the Veteran's address or meeting location. The VA will pre-approve the reimbursable travel labor rate and mileage prior to the travel. Travel that occurs without prior approval will not be paid.
4. If the Contractor has more than one business location, the Veteran shall be scheduled by the Contractor to appear for counseling services at the location closest to the Veteran's residence or place of Veteran's choice. When Veterans request alternate meeting locations, Contractors shall provide services at an appropriate private, professional, and accessible setting or at the Veteran's residence by appointment only, making best efforts to schedule meetings to accommodate the Veteran's schedule before, during or after the Contractor's normal working hours. Alternate meeting locations shall provide private and professional space conducive to the Veteran sharing confidential information.
5. Case management services for Veterans in training programs shall be held at the training facility unless alternate arrangements are requested by the Veteran or the facility is unable to provide private space. If the facility is not able to provide private space, the issue must be addressed with the VA to obtain approval for an alternate meeting place.

6. When available and at VA's sole discretion, VA may offer meeting space for contract counselors to meet privately with Veterans. Note that in some situations, VA may determine that it is in the VA's best interest for vendors to meet with Veterans in designated VA or DoD space. In those cases, the Task Order for the Regional Office will disclose these contingencies along with other considerations the vendor must be aware of. Currently San Diego and Louisville are pre-determined locations where Contractors may utilize DoD space for some services under this contract.
7. In special circumstances, VA will authorize reimbursement in accordance with Federal Travel Regulations (FTR) when VA requires an in-home assessment or other specialized visits, such as might occur in approximately 10% of VA referrals. Service Group B-2 is an example of when specialized travel may be required. Contractor is responsible for assisting Veteran in claiming reimbursement for authorized travel overseas and local as needed. The VR&E Officer or designee shall authorize Contractor travel, in writing, prior to the start of the travel. Travel and per diem outside of the aforementioned parameters shall be separately reimbursed in accordance with FTR, including overseas travel, by the most effective cost measures. The current General Services Administration (GSA) reimbursement rate for privately owned vehicles will prevail. <http://www.gsa.gov/>. If the Veteran is authorized to travel at Government expense, Contractor will submit completed VA Form 3542 Authorization to Report - Voucher for Mileage Allowance within 3 days after completion of Veteran travel, **Attachment G**. Travel may also be authorized in unique cases (i.e., Training, (see Section IV.C.4.)) outside the parameters above, however, in all cases; authorization to bill for travel must be approved in advance by the VA.
8. For Contractors providing services Outside the Continental United States (OCONUS), the following ROs are responsible for services OCONUS: Pittsburgh (311) Sub Area 23 and Honolulu (459) Sub Area 25. A list of the OCONUS locations are listed in **Attachment E**. Contractors providing services OCONUS shall have appropriate staffing in the OCONUS region for the RO proposed and must submit pricing separately for OCONUS areas and domestic areas to be served. The following locations will be considered the OCONUS location for staffing purposes as follows:

Pittsburgh (311) Sub Area 23 = Germany
Honolulu (459) Sub Area 25 = Honolulu
San Juan (355) = San Juan

Note that for foreign workload, it is expected that the veteran will travel to the OCONUS location 90% of the time. Contractors will meet the same requirements in **Section B.2., Section IV,D.7.**, if required to travel.

E. TASK ORDER PROCEDURES

GENERAL INFORMATION

1. The local CO will issue Task Orders (TOs) for a Not-To-Exceed (NTE) amount, to cover the anticipated need for services. Specific referrals against TOs shall specify the exact service to be provided for each case. The referral is the individual referral issued by the local VR&E staff for each case, and shall draw down on the NTE amount identified in the TO. The individual referral will indicate the specific Service Group, and services required by Line Item Number and price. The Contractor shall then perform work under the contract as specified in the written referral issued by VR&E. Cost for such services is on a firm-fixed price basis, in accordance with pricing for each **Service Group** as awarded. Each referral will be assigned a separate referral number used to track each referral against the corresponding TO. NTE TO do not bind the Government to order a specific amount of services but instead serve as a Government estimate of services anticipated to be ordered. Individual referrals are specific service “orders” and may be revoked at any time by the Government. Referrals will be issued by the COTR (VR&E Officer) and/or his/her designee(s).
2. Each referral request shall include:
 - a. TO and referral tracking number issued by VA
 - b. Veteran’s Name and last 4 digits of SSN
 - c. Benefit chapter
 - d. Name of Provider
 - e. Description of the work to be performed (Task/SOW)
 - f. Identification of the period of performance and required due dates
 - g. Date, total cost authorized, and proper cost code for the provided service
 - h. Fiscal year, if payments are to be charged against a prior year obligation
 - i. Authorizing VA signature
3. The Contractor shall provide the results of all assessments in a written report to the VR&E Officer within 30 calendar days after referral by VA unless otherwise specified, in accordance with the TO. All deliverable items (reports, case files, documentation, etc.) shall be packaged and shipped in a manner that the package shall reach the destination in satisfactory condition. The package shall be marked with the appropriate contract number, TO number, brief item description, and designated Government point of contact(s) but shall not include any visible Veteran personally identifiable information. All services must be invoiced within 30 days of acceptance of deliverables. Final invoices must be received within 30 days of final services. Should the Contractor be unable to complete the services requested, they must inform the COTR, in writing, within 5 business days as to why services cannot be completed. The services may then be cancelled at VA’s discretion. Failure to notify VA of delays or reasons for incomplete deliverables may result in forfeiture of any payment against the referral (and corresponding TO) and negative performance rating.

F. TASK ORDER REFERRALS BY VA TO CONTRACTOR

1. Specific referrals against TOs will be made utilizing the Referral Form enclosed in **Attachment H**.
2. The VR&E staff will refer to the Contractor only persons who have been found eligible for services required under the Contract. The Contractor, with reference to each person referred, shall provide requested services through a series of interviews, educational and vocational testing, needs assessment, and other appropriate methodologies as described in Section III PERFORMANCE REQUIREMENTS. The Contractor shall provide a written report to the referring VR&E official outlining the results of the Contractor's performance of services under the contract, including any recommendations that the Contractor may have concerning the Veteran. The Contractor shall not authorize a Veteran to receive any goods or services recommended.

G. BASIS FOR ISSUANCE OF TASK ORDERS (MULTIPLE AWARD CONTRACTS)

1. In the event multiple awards are made for one or more CLINs (ROs), post award competition shall be conducted using the factors specified below and in accordance with FAR 16.505(b)(1) and VAAR 852.215-70.
2. All TOs issued in accordance with multiple award contracts will be issued by delegated staff members within the VR&E Divisions, to meet the ROs anticipated needs, on the following basis, listed in descending order of importance:
 - a. Geography - The geographic location of the Contractor most convenient to the Veteran receiving the services;
 - b. Past Performance – The quality of the Contractor's performance under this contract;
 - c. Workload - The Contractor's existing workload under the contract is expected not to exceed 125 Veterans per Counselor unless the Contractor is performing case management only. In those instances, the workload may be up to 150 cases;
 - d. The order of preference shall be:
 - 1) To Service Disabled Veteran Owned Small Business (SDVOSB);
 - 2) To Veteran Owned Small Business (VOSB), including but not limited to SDVOSBs;
 - 3) Pursuant to -
 - a) Section 8(a) of the Small Business Act (15.U.S.C. 637(a)); or
 - b) The Historically-Underutilized Business Zone (HUBZone) Program (15 U.S.C. 657a); and
 - 4) Pursuant to any other small business contracting preference
 - e. The Contractor's price for the required services in accordance with the proposed price schedule; and
 - f. In accordance with 16.505 (b)(1)(iv)(B)(2), Exceptions to the Fair Opportunity Process, the Contracting Officer shall consider the following:

- (2) The contracting officer shall give every awardee a fair opportunity to be considered for a delivery-order or task-order exceeding \$3,000 unless one of the following statutory exceptions applies:
- (i) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
 - (ii) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
 - (iii) The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
 - (iv) It is necessary to place an order to satisfy a minimum guarantee.
- (3) Pricing orders. If the contract did not establish the price for the supply or service, the contracting officer must establish prices for each order using the policies and methods in [Subpart 15.4](#).
- (4) Postaward Notices and Debriefing of Awardees for Orders Exceeding \$5 million. The contracting officer shall notify unsuccessful awardees when the total price of a task or delivery order exceeds \$5 million.
- (i) The procedures at [15.503\(b\)\(1\)](#) shall be followed when providing postaward notification to unsuccessful awardees.
 - (ii) The procedures at [15.506](#) shall be followed when providing postaward debriefing to unsuccessful awardees.
 - (iii) A summary of the debriefing shall be included in the task or delivery order file.
- (5) Decision documentation for orders. The contracting officer shall document in the contract file the rationale for placement and price of each order, including the basis for award and the rationale for any tradeoffs among cost or price and non-cost considerations in making the award decision. This documentation need not quantify the tradeoffs that led to the decision. The contract file shall also identify the basis for using an exception to the fair opportunity process. If the agency uses the logical follow-on exception, the rationale shall describe why the relationship between the initial order and the follow-on is logical (*e.g.*, in terms of scope, period of performance, or value).
- (6) Task-order and delivery-order ombudsman. The head of the agency shall designate a task-order and delivery-order ombudsman. The ombudsman must review complaints from Contractors and ensure they are afforded a fair opportunity to be

considered, consistent with the procedures in the contract. The ombudsman must be a senior agency official who is independent of the contracting officer and may be the agency's competition advocate.

- (c) Limitation on ordering period for task-order contracts for advisory and assistance services.
 - (1) Except as provided for in paragraphs (c)(2) and (c)(3), the ordering period of a task-order contract for advisory and assistance services, including all options or modifications, normally may not exceed 5 years.
 - (2) The 5-year limitation does not apply when—
 - (i) A longer ordering period is specifically authorized by a statute; or
 - (ii) The contract is for an acquisition of supplies or services that includes the acquisition of advisory and assistance services and the contracting officer, or other official designated by the head of the agency, determines that the advisory and assistance services are incidental and not a significant component of the contract.
 - (3) The contracting officer may extend the contract on a sole-source basis only once for a period not to exceed 6 months if the contracting officer, or other official designated by the head of the agency, determines that—
 - (i) The award of a follow-on contract is delayed by circumstances that were not reasonably foreseeable at the time the initial contract was entered into; and
 - (ii) The extension is necessary to ensure continuity of services, pending the award of the follow-on contract.

H. INVOICING INSTRUCTIONS:

- 1. Utilizing traceable mailing, the Contractor shall submit an original invoice and three copies to the address specified in each TO. Invoices shall be submitted in arrears per deliverable as required by the TO. Invoices require but are not limited to the following information:
 - a. Address/POC to direct payment to;
 - b. Name and address of the Contractor;
 - c. Invoice date and Contractor unique invoice number;
 - d. Contract number, TO number, contract line item number, and referral order number. A referral order number is issued for contract line item(s) for specific budget operating codes, for example, Initial Evaluation, Case Management, and Employment Services will be identified by a separate purchase order number and Educational Vocational Counseling will be identified by another purchase order number. Contractors must provide a separate invoice for veterans served under each service group. Billing for multiple Veterans should be itemized on each invoice;
 - e. Description, span of time/dates when billed services were rendered to veterans, quantity, unit of measure, unit price and extended price of the service(s) rendered, detailed billing if required (hourly referrals);

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- f. Name, title, and phone number of person to be notified in event of defective invoice. Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. § 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment;
- g. Only invoices for services rendered in accordance with the contract may be submitted for payment, and
- h. Payments are not allowable and must be repaid to the VA if invoiced services are duplicate billings, not received by veterans and/or do not meet the requirements under the contract. Failure to meet requirements includes such issues as not meeting performance standards, not fully completing services specified in issued TOs, not submitting documentation of services related to VA-accepted deliverables under the contract, or for services which cannot be confirmed as appropriate by Veterans.
- i. Payment for late reports or determination as to whether partial work is considered to meet the criteria for the full package shall be negotiated with the ACO and/or COTR.

2. General Invoicing Instruction:

Reports are due IAW the chart below by Service Group A-E. Contractors may not invoice until deliverables have been accepted in writing on the QA Form. (See sample at **Attachment D**). VA will review deliverables and accept or return the unacceptable deliverables within five (5) business days of receipt. A copy of deliverable acceptance must be attached with invoices. Failure to include will result in invoices being returned as improper.

Service Group:	Reports are Due:	Payments:
Service Group A-1, A-2, A-3, and A-4	Reports shall be delivered within 30 calendar days of referral IAW PWS Section III.1.a-d.	Service Group A-1 through A-4 is Per Case. Government will certify invoice upon receipt of complete report within five (5) business days or reject deliverable if incomplete.
Service Group A-5(a)	Reports shall be delivered within seven (7) calendar days of testing IAW PWS Section III.1.e.	Service Group A5 (a) is per Case. Government will certify invoice upon receipt of complete report within five (5) business days or reject deliverable if incomplete.
Service Group A-5(b)	Reports shall be delivered within seven (7) calendar days of testing IAW PWS Section III.1.f.	Service Group A5 (b) is per Case. Government will certify invoice upon receipt of complete report within five (5) business days or reject deliverable if incomplete.
Service Group B-1, B-2, and B-3	Reports are due within seven (7) calendar days of each face-to-face visit, with summary reports required every 30 calendar days and at	Service Group B is Per Case Per Month. Government will certify invoice upon receipt of complete report

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	conclusion of case management services IAW PWS Section III.2.	within five (5) business days or reject deliverable if incomplete.
Service Group C-1	Reports will be delivered within seven (7) calendar days of initial appointment IAW PWS Section III.3.a.1).	Service Group C is hourly billing and MUST be submitted in 1/10 th hour increments and itemized accordingly. Government will certify invoice upon receipt of complete report within five (5) business days or reject deliverable if incomplete.
Service Group C-2	Reports will be delivered within seven (7) calendar days of initial appointment and every 14 calendar days thereafter IAW PWS Section III.3.a.2). Document Job Placement IAW PWS Section III.3. to be received at VA by the 15 th and 30 th of each month.	
Service Group C-3	Twice monthly veteran progress reports shall be delivered to the VA by the 15th and 30th of each month (15th and 28th in February). A final summary report shall also be submitted at the conclusion of services to be received within 15 calendar days IAW PWS Section III.3.b.3).	
Service Group D-1	Report will be delivered within 30 calendar days after date of the referral for services IAW PWS Section III.4.a.	Service Group D is Per Case, payable if complete services are delivered within performance standards. Government will certify invoice upon receipt of complete report within five (5) business days or reject deliverable if incomplete.
Service Group D-2	The Contractor shall deliver a report of contact within seven (7) calendar days after the completed Educational and Vocational counseling session IAW PWS Section III.4.b.	
Service Group E-1 and E-4	Reports are due within 30 calendar days of referral IAW PWS Section III.5.	Service Groups E-1 and E-4 are Per Case, payable if complete services are delivered within performance standards. Government will certify invoice upon receipt

		of complete report within five (5) business days or reject deliverable if incomplete.
Service Group E-2 and E-3	Reports are due within seven (7) calendar days of the conclusion of each ten (10) hours of billing or each 30 calendar days post referral, whichever date is earliest IAW PWS Section III.5.	Service Groups E-2 and E-3 are hourly and payable after ten (10) hours of complete services are delivered within performance standards. Hourly billing MUST be submitted in 1/10 th hour increments and itemized accordingly. Government will certify invoice upon receipt of complete report within five (5) business days or reject deliverable if incomplete.

Note that it is the Government’s intention to transition to an electronic invoicing system. When this transition is complete, the Contracting Officer will work with vendors to understand new procedures and to complete a contract modification, if necessary.

I. VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY REQUIREMENTS

1. General

All Contractors and Contractor personnel shall be subject to the same Federal security and privacy laws, regulations, standards and VA policies as VA, including the Privacy Act, 5 U.S.C. §552a, and VA personnel, regarding information and information system security. Contractors must follow policies and procedures outlined in VA Directive 6500, Information Security Program which is available at: <http://www1.va.gov/vapubs> and its handbooks to ensure appropriate security controls are in place. For this policy, the Contractor shall substitute the word “Contractor” for “VA employee/employee.” Prior to performance, all contract employees and sub-contract staff providing direct or indirect assistance to Veterans under the contract must have a background check initiated per the security section of the contract. (See paragraph I.5. below). In addition, required security/privacy training must be completed and required security rules of behavior and supplemental Contractor rules of behavior must be signed and returned to VA. (See paragraph I.11. below and **Attachment I**).

2. Privacy Protection Rights

- a. The Contractor shall advise the Veteran of the Protection of Privacy, before services commence, and have the Veteran sign VA Form 28-8739a, Protection of Privacy

Information Statement (to be provided upon assignment of each task with original to file and copy to the Veteran).

- b. If the Veteran declines to sign the statement, but opts to continue the evaluation process, the fact that he/she has been orally advised of the contents of the Protection of Privacy Statement shall be documented in the Contractor's report and the counseling and evaluation may continue.
- c. Invoices shall not include the Veteran's complete SSN as identification. Only the Veteran's name and last four digits of the SSN are required.

3. Access To VA Information And VA Information Systems

- a. VA will supply the Contractor with the minimum logical (technical) and/or physical access to VA information and VA information systems for employees and sub-contractors, (1) to perform the services specified in the contract, (2) to perform necessary maintenance functions for electronic storage or transmission media necessary for performance of the contract, and (3) for individuals who first satisfy the same conditions, requirements, and restrictions that comparable VA employees must meet to have access to the same type of VA information.
- b. All Contractors and sub-contractors working with VA Sensitive Information are subject to the same investigative requirements as those of regular VA appointees or employees who have access to the same types of information. The level of background security investigation will be in accordance with VA Directive 0710, Handbook 0710, which are available at: <http://www1.va.gov/vapubs>, and VHA Directive 0710 and Implementation Handbook 0710.01, which are available at: <http://www1.va.gov/vapubs>. Contractors are responsible for screening their employees. The following are VA's approved policy exceptions for meeting VA background screenings/investigative requirements for certain types of Contractor personnel:
 - 1) Contractor personnel not accessing VA information resources, such as personnel hired to maintain the medical facility grounds, construction contracts, utility system Contractors, etc.
 - 2) Contractor personnel with limited and intermittent access to equipment connected to networks on which no VA sensitive information resides
 - 3) Contractor personnel with limited and intermittent access to equipment connected to networks on which limited VA sensitive information resides and with limited and intermittent access to facilities at which they are escorted

4. Contractor Personnel Security

- a. All contract employees who require access to the VA site(s) and/or access to VA local area network (LAN) systems shall be the subject of a background investigation and must receive a favorable adjudication from the VA Security and Investigations Center (SIC). These requirements are applicable to all sub-contractor personnel requiring the same NACI Background Investigation.

- b. The level of background security investigation will be in accordance with VA Directive 0710 dated September 10, 2004 and is available at http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=85&Ftype=2.

5. Background Investigation

The contract employee level of background investigation and clearance required for this effort is *NACI*. Work may not commence until the appropriate background investigation has commenced.

- a. Contractor Responsibilities:
- 1) The Contractor shall bear the expense of obtaining background investigations. The cost of the background investigations is as follows: Low Risk (NACI) \$230, Moderate Risk (MBI) \$825, High Risk (BI) \$3,015. VA will pay for investigations processed through the VA SIC and conducted by the Office of Personnel Management (OPM) in advance, however, the Contractor shall reimburse the full cost of background investigations to VA within 30 days of Bill of Collections from VA. VA shall send up to three plus one final delinquent notice to the Contractor. If the Contractor does not adhere to the Bill of Collections, future invoices may be subject to be offset by VA to recoup background investigation costs.
 - 2) Immediately after Contract Award or issuance of a TO, the Contractor must submit a completed **Attachment J** (VBA Contractor Background Investigation Request Worksheet) for all contract employees working the contract, who have access to VA facilities, VA systems, or privacy data, to the COTR.
 - 3) The Contractor and Contractor point of contact (POC) will receive an email notification from SIC identifying the website link that includes detailed instructions regarding completion of the background clearance application process and what level of background was requested. Reminder notifications will be sent if the complete package is not submitted by the due date. Contractors are required to be fingerprinted as part of the clearance application process. Contractors can be fingerprinted at their local VA, or opt to use the local police department or sheriff's office. Only use of FD258 fingerprint cards are authorized and may be requested of the SIC. All costs associated with fingerprinting are the responsibility of the Contractor.
 - 4) The Contractor shall prescreen all personnel who require access to VA site(s) and/or access to VA LAN systems to ensure they maintain a U.S. citizenship or Alien Registration which authorizes them to work in the U.S. and are able to read, write, speak, and understand the English language.
 - 5) Contractors who have current favorable background investigation conducted by OPM or Defense Security Service (DSS) may be accepted through reciprocity. However, it does not preclude the Contractor from submitting a completed **Attachment J** form

immediately after contract award for all contract employees working the contract to the COTR.

- 6) Contract performance shall not commence before SIC confirmation that it received the investigative documents, that they are complete, and that the background investigation has begun. Once the Contractor's background investigation has been initiated, contract performance may commence. The COTR will notify and forward the Contractor a copy of the Certificate of Eligibility (form 4236) to the Contractor when the investigation has been favorably completed and adjudicated. The Contractor, if notified of an unfavorable adjudication by the Government, shall withdraw the employee from consideration from working under the contract. Failure to comply with the Contractor personnel security requirements may result in termination of the contract for default.
- 7) If the security clearance investigation is not completed prior to the start date of the contract, the contract employee may work on the contract with an initiated status while the security clearance is being processed. However, the Contractor will be responsible for the actions of those contract and subcontract employees they provide to perform work for VA. In the event damage arises from work performed by Contractor personnel, under the auspices of the contract, the Contractor will be responsible for resources necessary to remedy the incident.
- 8) Should the Contractor use a vendor other than OPM or DSS to conduct investigations, the investigative company must be certified by OPM/DSS to conduct Contractor investigations. The Vendor Cage Code number must be provided to the VA SIC, which will verify the information and conclude whether access to the Government's site(s) and/or VA LAN systems can be.
- 9) The investigative history for Contractor personnel working under the contract must be maintained in the databases of either OPM or the Defense Industrial Security Clearance Organization (DISCO).

b. Government Responsibilities

- 1) After the COTR has received **Attachment J** form(s) from the Contractor, SIC will send an e-mail notification to the Contractor and their POC identifying the website link that includes detailed instructions regarding completion of the background clearance application process and what level of background was requested. SIC will also send reminder notifications to the Contractor and their POC if the complete package is not submitted by the due date.
- 2) Upon receipt of required investigative documents, SIC will review the investigative documents for completion and initiate the background investigation by forwarding the investigative documents to OPM to conduct the background investigation. If the investigative documents are not complete, SIC will return the package to the Contractor with corrective instructions.

- 3) VA will pay for investigations processed through the VA SIC and conducted by OPM in advance; however, the Contractor shall reimburse the full cost of background investigations to VA within 30 days of Bill of Collections from VA. VA shall send up to three plus one final delinquent notice to the Contractor. If the Contractor does not adhere to the Bill of Collections, future invoices may be subject to be offset by VA to recoup background investigation costs and may be considered grounds for default.
- 4) The COTR will notify and forward the Contractor a copy of the Certificate of Eligibility (form 4236) when the investigation has been favorably completed and adjudicated. The COTR will also notify the Contractor of an unfavorable adjudication by the Government.

6. Security Requirements for Unclassified Information Technology Resources

- a. The Contractor and their personnel shall be subject to the same Federal laws, regulations, standards and VA policies as VA personnel, regarding information and information system security. These include, but are not limited to Federal Information Security Management Act (FISMA), Appendix III of OMB Circular A-130, and guidance and standards, available from the Department of Commerce's National Institute of Standards and Technology (NIST). This also includes the use of common security configurations available from NIST's Web site at: <http://checklists.nist.gov>.
- b. To ensure that appropriate security controls are in place, Contractors must follow the procedures set forth in "*VA Information and Information System Security/Privacy Requirements for IT Contracts*" located at the following Web site:
http://www.iprm.oit.va.gov/Security_and_Privacy_Requirements_for_Contractors.asp
and <http://www.iprm.oit.va.gov>.

7. VA Information Custodial Requirements

- a. VA information provided to the Contractor for either the performance or administration of the contract shall only be used for those purposes. No other use is permitted without the CO's express written authorization. This clause expressly limits the Contractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d)(1) and 27.402. The Government shall retain the rights to all data and records produced in the execution or administration of the contract.
- b. Information generated by the Contractor as part of the Contractor's normal business operations, such as medical records created in the course of providing treatment, is subject to review by the Office of General Counsel (OGC) to determine if the information is the property of VA and subject to VA policy. If the information is determined by OGC to not be the property VA, the restrictions required for VA information will not apply.
- c. VA information will not be co-mingled with any other data on the Contractors/sub-contractors information systems/media storage systems in order to ensure VA requirements related to media sanitization can be met. VA also reserves the right to

conduct on-site inspection of information destruction/media sanitization procedures to ensure they are in compliance with VA policy requirements.

- d. Prior to termination or completion of the contract, Contractor will not destroy information received from VA or gathered or created by the Contractor in the course of performing the contract without prior written approval by the CO. A Contractor destroying data on VA's behalf must do so 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 and applicable VA Records Control Schedules.
- e. Reserved.
- f. Contractor will 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. Applicable federal information security regulations include all Federal Information Processing Standards (FIPS) and Special Publications (SP) issued by the National Institute of Standards and Technology (NIST). 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 after execution of the contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies, including FIPS or SP, in the contract.
- g. Contractors collecting, storing, or disseminating personal identifiable information (PII) or protected health information (PHI) data must conform to all pertinent regulations, laws, and VA directives related to privacy. Contractors must provide access for VA privacy reviews and assessments and provide appropriate documentation as required.
- h. The Contractor shall not make copies of VA information, electronic or otherwise, except as 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.
- i. If VA determines that the Contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to terminate the contract for default or terminate for cause under Federal Acquisition Regulation ("FAR") Part 12.
- j. Reserved.
- k. The Contractor will store, transport or transmit VA sensitive information in an encrypted form, using a VA-approved encryption application that meets the requirements of NIST's FIPS 140-2 standard, **Level 2**.

- l. The Contractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA directives are available on the VA directives Web site at <http://ww1.va.gov/vapubs/>.
- m. Except for uses and disclosures of VA information authorized by the 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 will refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA Contracting Officer for response.
- n. Notwithstanding the provision above, the Contractor shall not release medical quality assurance records protected by 38 U.S.C. 5705 or records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus protected under 38 U.S.C. 7332 under any circumstances, including in response to a court order, and shall immediately refer such court orders or other inquiries to the VA Contracting Officer for response. The Contractor shall not use technologies banned in VA in meeting the requirements of the contract (e.g., Bluetooth-enabled devices).

8. Security Incident Investigation

- a. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COTR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.
- b. To the extent known by the contractor/subcontractor, the contractor/subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.
- c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.
- d. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor,

its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

Liquidated Damages for Data Breach

- a. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.
- b. The contractor/subcontractor shall provide notice to VA of a “security incident” as set forth in the Security Incident Investigation section above.
- c. The contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:
 - (1) Notification;
 - (2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
 - (3) Data breach analysis;
 - (4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
 - (5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
 - (6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

9. Security Controls Compliance Testing

On a periodic basis, the VA, including the VA Office of Inspector General, reserves the right to evaluate any or all of the security controls implemented by the Contractor under the clauses contained within the contract. With 10 working-day’s notice, at the request of the Government, the Contractor will fully cooperate and assist in a Government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The Government may conduct a security control assessment on

shorter notice (to include unannounced assessments) determined by VA in the event of a security incident or at any other time.

10. Physical Security

If the contract requires taking VA data to a Contractor site and the data contains Personally Identifiable Information, the Contractor will provide an independent physical security assessment of their facility to the COTR prior to commencing work. General guidelines for physical security can be found in VA Directive 0730, Section 6 (Physical Security) and VA Memorandum (subj: IT Oversight & Compliance Information Physical Security Assessments) dated October 24, 2007 "http://www1.va.gov/vapubs/Search_action.cfm.

11. Training

- a. All Contractor and sub-contractor personnel requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and networks:
 - 1) Sign and acknowledge understanding of and responsibilities for compliance with the National Rules of Behavior related to access to VA information and information systems, and VRE Contractor Supplemental Rules of Behavior (**Attachment I**)
 - 2) Successfully complete VA Cyber security Awareness training and annual refresher training as required,
 - 3) Successfully complete VA General Privacy training and annual refresher training as required, and
 - 4) Successfully complete any additional cyber security or privacy training as required for VA personnel with equivalent information system access.
- b. The Contractor shall provide to the COTR a copy of the training certificates and signed Rules of Behavior for each applicable employee within 30 days from the date TMS access is granted and annually thereafter, as required. These online courses are located at
- c. <https://www.tms.va.gov/plateau/user/login.jsp>.
- d. Failure to complete the mandatory training within the timeframe required will be grounds for suspension or termination of all physical and/or electronic access privileges and removal from work on the contract until such time as the training is completed.

12. Confidentiality And Nondisclosure

It is agreed that:

- a. The preliminary and final deliverables and all associated working papers, application source code, and other material deemed relevant by the VA which has been generated by the Contractor in the performance of the Contract are the exclusive property of the U.S. Government, and shall be submitted to the COTR at the conclusion of the TO.
- b. The CO will be the sole authorized official to release verbally or in writing, any data, the draft deliverables, the final deliverables, or any other written or printed materials pertaining to the TO. No information shall be released by the Contractor. Any request for information relating to the TO presented to the Contractor shall be submitted to the CO for response.
- c. Press releases, marketing material or any other printed or electronic documentation related to this project, shall not be publicized without the written approval of the CO.

J. MISCELLANEOUS

The Contractor shall be aware of the following information and/or comply with the following requirements when providing service under the contract:

1. For all service groups, the average hours identified includes time for report writing and documentation.
2. Unless otherwise specified, all timelines in the contract refer to calendar days.
3. All references to Veterans in this document also pertain to Service members who qualify for services.
4. Case management meetings are to be scheduled at the Veteran's training facility unless the Veteran specifically requests an alternate location. Independent Living case management meetings are to be held at the Veteran's home, unless the Veteran specifically requests an alternate location.
5. Group testing is authorized (as appropriate), but personal Veteran information shall not be shared/communicated in a group setting. Testing must be tailored to the individual Veteran's needs. Transcripts, prior testing, and Veteran interests should be evaluated prior to determining if individual testing is necessary.
6. Any test used in the initial evaluation must have received a satisfactory rating from one of three resources that evaluate tests: Mental Measurement Yearbook, TESTS, and TEST Critique. Individuals administering, scoring, and analyzing test results will have training or credentials required by test protocols. Contractors will work with the VR&E Officer to establish testing protocols.
7. Reserved.

8. At no time shall the Contractor's individual contract counselor staff's ratio of full-time contract counselor to Veterans exceed 1:125 unless the contract counselor is assigned a solely case management caseload. In those cases, caseloads may be up to 150.
9. For all defined service groups (A through E), the Contractor shall maintain a file upon completion or suspension of services that will be maintained and destroyed in accordance with security requirements (as seen in paragraph 15 below and in Security Section IV of this document).
10. The referral package provided by VA will include the application and relevant Veteran contact information. Rating and medical/psychological information will be provided, if available. Case management and employment referrals will include copies of rehabilitation plans and other relevant case information. All SSN will be redacted, with the exception of the last 4 digits used for identification purposes.
11. When SSNs are required, the Contractors can only use the last four digits of the SSN of any individual serviced under the contract.
12. No obligation will be incurred under the contract by the Government for any service or benefits provided to, or on behalf of, a Veteran without prior authorization issued by a designated VR&E Official. Under no circumstance may a Contractor provide services in the absence of a referral for a specific Veteran. Under no circumstances may a Contractor engage in outreach or other activities designed to solicit referrals. If a particular Contractor is hired by the VA to conduct Disability Transition Assistance Program (DTAP) or similar outreach group sessions that includes obtaining applications for Chapter 31 or Chapter 36 services, that same Contractor may not be referred subsequent Chapter 31 or Chapter 36 services for involved individual Service-members or Veterans.
13. The Contractor shall not authorize additional services or supplies outside of those detailed in the Contract/TO. Contractors providing Case Management support are required to make direct requests to the VA Vocational Rehabilitation Center (VRC) for authorization of any supplies or services the Contractor recommends as necessary to complete the Veteran's vocational rehabilitation plan.
14. All documents released by Contractors back to the RO, VR&E Division, will contain the Veteran's name and only the last four digits of the SSN.
15. The Contractor shall retain certification of the destruction of all records containing Veteran's information. Destruction procedures must comply with VA requirements, outlined in Section IV, VA Information and Information System Security/Privacy Requirements. The Contractor shall provide the VR&E Division a certificate of destruction at the appropriate regional office upon expiration of the retention date of the documents that contains:
 - a) Veteran's Name
 - b) Last four digits of the Veteran's SSN

- c) Type of document(s) and date(s)
 - d) Date of destruction
 - e) Means of destruction (preferably shredded)
 - f) Name and position of individual who destroyed the documents
16. Routine package shipping services for all VR&E deliverables are to be provided by United Parcel Service (UPS) or Federal Express (FedEx) Ground Service. Tracked Mail options shall be used and records of shipment of contents shall be maintained by the Contractor. Files shall be maintained IAW Section B, Section IV, I.7.d. The date the deliverable is received at the VA office, as documented by tracked mail, is recorded as the received date of a deliverable. Both companies provide security tracking services. There may be occasions where the file is needed urgently, and an express shipping option is necessary. For OCONUS only, the Government will pay for shipping costs.
17. All shipments of materials containing sensitive Veteran data must be made utilizing appropriate shipping materials. Boxes shall be sturdy, in good repair and taped securely. No personally identifiable veteran information may be visible on the exterior of shipping packages.
18. For appointments/meetings that are missed or rescheduled by the Veteran, the Contractor shall notify the VA counselor immediately.
19. Reports shall be submitted to VA hardcopy typed/word processed on 8 1/2" X 11" white bond paper, font is Arial, 12 pitch.
20. Invoices may not be submitted until VA certifies acceptable performance of deliverables. VA will review deliverables within 5 business days of receipt and provide notification of acceptance or need for corrective action. Invoices will include certification of accepted deliverables.
21. Use of thumb drives, "blue tooth", or CD's shall not be used to store Veteran's data. Hard drives shall be encrypted.
22. Use of Wireless Networks shall not be used.

Section K: Contract Start-Up

The following schedule of events shall be adhered to:

- 15 days after contract award - Post Award Conference via Webinar at ROs

- 30 days after contract award - Award Site Survey (Attachment F) Submitted by Contractor to COTR.

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- Submit finalized Attachment Q for Key Personnel.
Attachment shall be completed by this time to reflect each of the following criteria:

1. Qualifications: Résumés of all key personnel (Contract Administrator/Program Managers, all counselors (rehabilitation, job placement and other), Occupational Therapists, and Employment Service as defined in the PWS). The résumé, total of two pages in length per person proposed, must provide information on education, and experience in vocational and rehabilitation, job placement, and/or assessment as appropriate and identify the position the person will hold in the Offeror's organization after award. Must submit copies of transcripts and all relevant license/certifications per person proposed. Include the location of the office in which their work will be performed. All proposed personnel must meet the minimum qualification requirements outlined in the PWS.
2. Personnel Employment Status: Verification that all key personnel proposed is either current employees of the Offeror or encloses a copy of a commitment letter.
3. US Citizenship: Proof of US citizenship for OCONUS only, Attachment L.

45 days after contract award

- Site Surveys are conducted, if required by COTR, within 15 days of receiving Award Site Survey (Attachment F).
- VR&E Staff train contractor IAW Section B.2., Section IV.C.4.
- COTR approval of personnel.

60 days after contract award

- Site Surveys completed and approved/disapproved by COTR within 15 days of performing site survey. No response designates an approval. The Offeror will be notified within 60 days after contract award if sites do not meet the minimum requirements of the contract.
Otherwise, facilities shall not be replaced or substituted for the first 180 days (or other date specified in the Task Orders) after Task Order award without written approval from the Government
- TMS Training completed by contractor IAW Section B.2., Section IV.I.11.b.
- Referrals will be given with performance to begin 90 days after contract award.

90 days after contract award

- Performance begins

B.3 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
0001A1	A-1 Complete Initial Evaluation Period of Performance - July 5, 2011 to July 4, 2012	0.00	REF	\$000.0000	\$0.00
0002A2	A-2 Vocational/ Medical Assessment Period of Performance - July 5, 2011 to July 4, 2012	0.00	REF	\$000.0000	\$0.00
0003A3	A-3 Transferrable Skills Analysis Period of Performance - July 5, 2011 to July 4, 2012	0.00	REF	\$000.0000	\$0.00
0004A4	A-4 Vocational Exploration Period of Performance - July 5, 2011 to July 4, 2012	0.00	REF	\$000.0000	\$0.00
0005A5A	A-5AVocational Testing - Individual Period of Performance - July 5, 2011 to July 4, 2012	0.00	JB	\$000.0000	\$0.00
0005A5B	A-5B Vocational Testing - Group Period of Performance - July 5, 2011 to July 4, 2012	0.00	EA	\$00.0000	\$0.00
1001A1	A-1 Complete Initial Evaluation Option I Period of Performance - July 5, 2012 to July 4, 2013	0.00	REF	\$000.0000	\$0.00
1002A2	A-2 Vocational/Medical Assessment Option I Period of Performance - July 5, 2012 to July 4, 2013	0.00	REF	\$000.0000	\$0.00
1003A3	A-3 Transferrable Skills Analysis Option I Period of Performance - July 5, 2012 to July 4, 2013	0.00	REF	\$000.0000	\$0.00
1004A4	A-4 Vocational Exploration Option I	0.00	REF	\$000.0000	\$0.00

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Period of Performance - July 5, 2012 to
July 4, 2013

1005A5A	0.00 JB	\$000.0000	\$0.00
A-5AVocational Testing - Individual Option I Period of Performance - July 5, 2012 to July 4, 2013			
1005A5B	0.00 EA	\$00.0000	\$0.00
A-5B Vocational Testing - Group Option I Period of Performance - July 5, 2012 to July 4, 2013			
2001A1	0.00 REF	\$000.0000	\$0.00
A-1 Complete Initial Evaluation Option II Period of Performance - July 5, 2013 to July 4, 2014			
2002A2	0.00 REF	\$000.0000	\$0.00
A-2 Vocational/Medical Assessment Option II Period of Performance - July 5, 2013 to July 4, 2014			
2003A3	0.00 REF	\$000.0000	\$0.00
A-3 Transferrable Skills Analysis Option II Period of Performance - July 5, 2013 to July 4, 2014			
2004A4	0.00 REF	\$000.0000	\$0.00
A-4 Vocational Exploration Option II Period of Performance - July 5, 2013 to July 4, 2014			
2005A5A	0.00 JB	\$000.0000	\$0.00
A-5AVocational Testing - Individual Option II Period of Performance - July 5, 2013 to July 4, 2014			
2005A5B	0.00 EA	\$00.0000	\$0.00
A-5B Vocational Testing - Group Option II Period of Performance - July 5, 2013 to July 4, 2014			
3001A1	0.00 REF	\$000.0000	\$0.00
A-1 Complete Initial Evaluation Option III Period of Performance - July 5, 2014 to July 4, 2015			
3002A2	0.00 REF	\$000.0000	\$0.00
A-2 Vocational/Medical Assessment			

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Option III
Period of Performance - July 5, 2014 to
July 4, 2015

3003A3	0.00 REF	\$000.0000	\$0.00
A-3 Transferrable Skills Analysis Option III Period of Performance - July 5, 2014 to July 4, 2015			
3004A4	0.00 REF	\$000.0000	\$0.00
A-4 Vocational Exploration Option III Period of Performance - July 5, 2014 to July 4, 2015			
3005A5A	0.00 JB	\$000.0000	\$0.00
A-5AVocational Testing - Individual Option III Period of Performance - July 5, 2014 to July 4, 2015			
3005A5B	0.00 EA	\$00.0000	\$0.00
A-5B Vocational Testing - Group Option III Period of Performance - July 5, 2014 to July 4, 2015			
4001A1	0.00 REF	\$814.0000	\$0.00
A-1 Complete Initial Evaluation Option IV Period of Performance - July 5, 2015 to July 4, 2016			
4002A2	0.00 REF	\$000.0000	\$0.00
A-2 Vocational/Medical Assessment Option IV Period of Performance - July 5, 2015 to July 4, 2016			
4003A3	0.00 REF	\$000.0000	\$0.00
A-3 Transferrable Skills Analysis Option IV Period of Performance - July 5, 2015 to July 4, 2016			
4004A4	0.00 REF	\$000.0000	\$0.00
A-4 Vocational Exploration Option IV Period of Performance - July 5, 2015 to July 4, 2016			
4005A5A	0.00 JB	\$000.0000	\$0.00
A-5AVocational Testing - Individual Option IV Period of Performance - July 5, 2015 to July 4, 2016			
4005A5B	0.00 EA	\$00.0000	\$0.00

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A-5B Vocational Testing - Group Option
IV
Period of Performance - July 5, 2015 to
July 4, 2016

0001B1	0.00 MEET	\$000.0000	\$0.00
B-1 Standard Case Management Period of Performance - July 5, 2011 to July 4, 2012			
0002B2	0.00 MEET	\$000.0000	\$0.00
B-2 Intensive Case Management Period of Performance - July 5, 2011 to July 4, 2012			
0003B3	0.00 MEET	\$00.0000	\$0.00
B-3 Interrupted Follow-Up Services Period of Performance - July 5, 2011 to July 4, 2012			
0004B4	0.00 HR	\$00.0000	\$0.00
B-4 Additional Case Mgmt as Approved Period of Performance - July 5, 2011 to July 4, 2012			
1001B1	0.00 MEET	\$000.0000	\$0.00
B-1 Standard Case Management Option I Period of Performance - July 5, 2012 to July 4, 2013			
1002B2	0.00 MEET	\$000.0000	\$0.00
B-2 Intensive Case Management Option I Period of Performance - July 5, 2012 to July 4, 2013			
1003B3	0.00 MEET	\$00.0000	\$0.00
B-3 Interrupted Follow-Up Services Option I Period of Performance - July 5, 2012 to July 4, 2013			
1004B4	0.00 HR	\$00.0000	\$0.00
B-4 Additional Case Mgmt as Approved Option I Period of Performance - July 5, 2012 to July 4, 2013			
2001B1	0.00 MEET	\$000.0000	\$0.00
B-1 Standard Case Management Option II Period of Performance - July 5, 2013 to July 4, 2014			
2002B2	0.00 MEET	\$000.0000	\$0.00
B-2 Intensive Case Management Option II Period of Performance - July 5, 2013 to July 4, 2014			

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2003B3	0.00 MEET	\$00.0000	\$0.00
B-3 Interrupted Follow-Up Services Option II Period of Performance - July 5, 2013 to July 4, 2014			
2004B4	0.00 HR	\$00.0000	\$0.00
B-4 Additional Case Mgmt as Approved Option II Period of Performance - July 5, 2013 to July 4, 2014			
3001B1	0.00 MEET	\$000.0000	\$0.00
B-1 Standard Case Management Option III Period of Performance - July 5, 2014 to July 4, 2015			
3002B2	0.00 MEET	\$000.0000	\$0.00
B-2 Intensive Case Management Option III Period of Performance - July 5, 2014 to July 4, 2015			
3003B3	0.00 MEET	\$00.0000	\$0.00
B-3 Interrupted Follow-Up Services Option III Period of Performance - July 5, 2014 to July 4, 2015			
3004B4	0.00 HR	\$00.0000	\$0.00
B-4 Additional Case Mgmt as Approved Option III Period of Performance - July 5, 2014 to July 4, 2015			
4001B1	0.00 MEET	\$000.0000	\$0.00
B-1 Standard Case Management Option IV Period of Performance - July 5, 2015 to July 4, 2016			
4002B2	0.00 MEET	\$000.0000	\$0.00
B-2 Intensive Case Management Option IV Period of Performance - July 5, 2015 to July 4, 2016			
4003B3	0.00 MEET	\$00.0000	\$0.00
B-3 Interrupted Follow-Up Services Option IV Period of Performance - July 5, 2015 to July 4, 2016			
4004B4	0.00 HR	\$00.0000	\$0.00
B-4 Additional Case Mgmt as Approved Option IV Period of Performance - July 5, 2015 to July 4, 2016			
0001C1	0.00 HR	\$00.0000	\$0.00

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	C-1 Job Readiness Assessment Period of Performance - July 5, 2011 to July 4, 2012		
0002C2	0.00 HR	\$00.0000	\$0.00
	C-2 Job Readiness Dev/Job Placement Svc Period of Performance - July 5, 2011 to July 4, 2012		
0003C3	0.00 HR	\$00.0000	\$0.00
	C-3 Follow-Up Services Period of Performance - July 5, 2011 to July 4, 2012		
1001C1	0.00 HR	\$00.0000	\$0.00
	C-1 Job Readiness Assessment Option I Period of Performance - July 5, 2012 to July 4, 2013		
1002C2	0.00 HR	\$00.0000	\$0.00
	C-2 Job Readiness Dev/Job Placement Svc Option I Period of Performance - July 5, 2012 to July 4, 2013		
1003C3	0.00 HR	\$00.0000	\$0.00
	C-3 Follow-Up Services Option I Period of Performance - July 5, 2012 to July 4, 2013		
2001C1	0.00 HR	\$00.0000	\$0.00
	C-1 Job Readiness Assessment Option II Period of Performance - July 5, 2013 to July 4, 2014		
2002C2	0.00 HR	\$00.0000	\$0.00
	C-2 Job Readiness Dev/Job Placement Svc Option II Period of Performance - July 5, 2013 to July 4, 2014		
2003C3	0.00 HR	\$00.0000	\$0.00
	C-3 Follow-Up Services Option II Period of Performance - July 5, 2013 to July 4, 2014		
3001C1	0.00 HR	\$00.0000	\$0.00
	C-1 Job Readiness Assessment Option III Period of Performance - July 5, 2014 to July 4, 2015		
3002C2	0.00 HR	\$00.0000	\$0.00
	C-2 Job Readiness Dev/Job Placement Svc Option III Period of Performance - July 5, 2014 to July 4, 2015		

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3003C3	0.00 HR	\$00.0000	\$0.00
C-3 Follow-Up Services Option III			
Period of Performance - July 5, 2014 to July 4, 2015			
4001C1	0.00 HR	\$00.0000	\$0.00
C-1 Job Readiness Assessment Option IV			
Period of Performance - July 5, 2015 to July 4, 2016			
4002C2	0.00 HR	\$00.0000	\$0.00
C-2 Job Readiness Dev/Job Placement Svc Option IV			
Period of Performance - July 5, 2015 to July 4, 2016			
4003C3	0.00 HR	\$00.0000	\$0.00
C-3 Follow-Up Services Option IV			
Period of Performance - July 5, 2015 to July 4, 2016			
0001D1	0.00 REF	\$000.0000	\$0.00
D-1 Initial Educational and Vocational Assessment			
Period of Performance - July 5, 2011 to July 4, 2012			
0002D2	0.00 REF	\$000.0000	\$0.00
D-2 Educational and Vocational Career Counseling			
Period of Performance - July 5, 2011 to July 4, 2012			
1001D1	0.00 REF	\$000.0000	\$0.00
D-1 Initial Educational and Vocational Assessment Option I			
Period of Performance - July 5, 2012 to July 4, 2013			
1002D2	0.00 REF	\$000.0000	\$0.00
D-2 Educational and Vocational Career Counseling Option I			
Period of Performance - July 5, 2012 to July 4, 2013			
2001D1	0.00 REF	\$000.0000	\$0.00
D-1 Initial Educational and Vocational Assessment Option II			
Period of Performance - July 5, 2013 to July 4, 2014			
2002D2	0.00 REF	\$000.0000	\$0.00
D-2 Educational and Vocational Career Counseling Option II			
Period of Performance - July 5, 2013 to July 4, 2014			

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3001D1	0.00 REF	\$000.0000	\$0.00
D-1 Initial Educational and Vocational Assessment Option III Period of Performance - July 5, 2014 to July 4, 2015			
3002D2	0.00 REF	\$000.0000	\$0.00
D-2 Educational and Vocational Career Counseling Option III Period of Performance - July 5, 2014 to July 4, 2015			
4001D1	0.00 REF	\$000.0000	\$0.00
D-1 Initial Educational and Vocational Assessment Option IV Period of Performance - July 5, 2015 to July 4, 2016			
4002D2	0.00 REF	\$000.0000	\$0.00
D-2 Educational and Vocational Career Counseling Option IV Period of Performance - July 5, 2015 to July 4, 2016			
0001E1	0.00 REF	\$000.0000	\$0.00
E-1 Independent Living Assessment Period of Performance - July 5, 2011 to July 4, 2012			
0002E2	0.00 HR	\$00.0000	\$0.00
E-2 Job Coaching Period of Performance - July 5, 2011 to July 4, 2012			
0003E3	0.00 HR	\$00.0000	\$0.00
E-3 Life Skills Coaching Period of Performance - July 5, 2011 to July 4, 2012			
0004E4	0.00 REF	\$000.0000	\$0.00
E-4 Job Site Analysis Period of Performance - July 5, 2011 to July 4, 2012			
1001E1	0.00 REF	\$000.0000	\$0.00
E-1 Independent Living Assessment - Option I Period of Performance - July 5, 2012 to July 4, 2013			
1002E2	0.00 HR	\$00.0000	\$0.00
E-2 Job Coaching - Option I Period of Performance - July 5, 2012 to July 4, 2013			
1003E3	0.00 HR	\$00.0000	\$0.00
E-3 Life Skills Coaching - Option I			

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Period of Performance - July 5, 2012 to
July 4, 2013

1004E4	0.00 REF	\$000.0000	\$0.00
E-4 Job Site Analysis - Option I Period of Performance - July 5, 2012 to July 4, 2013			
2001E1	0.00 REF	\$000.0000	\$0.00
E-1 Independent Living Assessment - Option II Period of Performance - July 5, 2013 to July 4, 2014			
2002E2	0.00 HR	\$000.0000	\$0.00
E-2 Job Coaching - Option II Period of Performance - July 5, 2013 to July 4, 2014			
2003E3	0.00 HR	\$000.0000	\$0.00
E-3 Life Skills Coaching - Option II Period of Performance - July 5, 2013 to July 4, 2014			
2004E4	0.00 REF	\$000.0000	\$0.00
E-4 Job Site Analysis - Option II Period of Performance - July 5, 2013 to July 4, 2014			
3001E1	0.00 REF	\$000.0000	\$0.00
E-1 Independent Living Assessment - Option III Period of Performance - July 5, 2014 to July 4, 2015			
3002E2	0.00 HR	\$000.0000	\$0.00
E-2 Job Coaching - Option III Period of Performance - July 5, 2014 to July 4, 2015			
3003E3	0.00 HR	\$000.0000	\$0.00
E-3 Life Skills Coaching - Option III Period of Performance - July 5, 2014 to July 4, 2015			
3004E4	0.00 REF	\$000.0000	\$0.00
E-4 Job Site Analysis - Option III Period of Performance - July 5, 2014 to July 4, 2015			
4001E1	0.00 REF	\$000.0000	\$0.00
E-1 Independent Living Assessment - Option IV Period of Performance - July 5, 2015 to July 4, 2016			
4002E2	0.00 HR	\$000.0000	\$0.00

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E-2 Job Coaching - Option IV
Period of Performance - July 5, 2015 to
July 4, 2016

4003E3	0.00 HR	\$000.0000	\$0.00
E-3 Life Skills Coaching - Option IV			
Period of Performance - July 5, 2015 to			
July 4, 2016			

4004E4	0.00 REF	\$000.0000	\$0.00
E-4 Job Site Analysis - Option IV			
Period of Performance - July 5, 2015 to			
July 4, 2016			

GRAND TOTAL ---	_____	\$0.00
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ACCOUNTING AND APPROPRIATION DATA:

ACRN APPROPRIATION	REQUISITION NUMBER	AMOUNT
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SECTION C - CONTRACT CLAUSES

**C.1 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR
PERSONNEL (JAN 2011)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

**C.2 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS
(JUN 2010)**

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

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

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

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.-

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

- (1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) Central Contractor Registration (CCR).

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

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

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

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of Clause)

**C.3 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS
(JUN 2010) ALTERNATE I (OCT 2008)**

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

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

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

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

(e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause--

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract

including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

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

(g) Invoice.

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

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

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking

information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

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

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

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

(i) Payments.

(1) Services accepted. Payment shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall be the contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor--

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall--

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: NONE

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: NONE

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment--

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost--

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall--

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

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

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

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

(D) Contractor point of contact.

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

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

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

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

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in

no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

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

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

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

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

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

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

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

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

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

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) Central Contractor Registration (CCR).

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

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

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

incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of Clause)

C.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2011)

(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:

(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).

(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 (JUL 2010) (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). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

(7) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

(8) 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).

(9) [Reserved]

(10)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.

(11)(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.

(12) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

(13)(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.
- (14) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (15) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (16)(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.
- (17) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (18) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (20) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C 632(a)(2)).
- (21) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (22) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- (23) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (24) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (25) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- (26) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (27) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (28) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(29) 52.222-54, Employment Eligibility Verification (Jan 2009). (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.)

(30)(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.)

(31) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(32)(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.

(33) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

(34) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

(35)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).

(ii) Alternate I (Jan 2004) of 52.225-3.

(iii) Alternate II (Jan 2004) of 52.225-3.

(36) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(37) 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).

(38) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(39) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(40) 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)).

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

(42) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(43) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(44) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

(45) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(46)(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.).

Employee Class

Monetary Wage-Fringe Benefits

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

(8) 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) [Reserved]

(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 (JAN 2009)

(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.5 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 July 5, 2011 through July 4, 2016.

(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.6 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 one SLIN, 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 \$500;

(2) Any order for a combination of items in excess of \$100,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.7 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 July 4, 2016.

(End of Clause)

C.8 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 thirty (30) days.

(End of Clause)

C.9 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 thirty (30) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (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.

(End of Clause)

C.10 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

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

(End of Clause)

C.11 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to--

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

(i) The systems of records; and

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

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

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

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

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

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

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

(End of Clause)

C.12 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective--

(1) For such period as the laws of the State in which this contract is to be performed prescribe;
or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

C.13 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

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

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

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

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

(End of Clause)

C.14 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract and (2) results from any defects or deficiencies in the services performed or materials furnished.

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

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

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

(End of Clause)

C.15 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Clause)

52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-14	RIGHTS IN DATA--GENERAL	DEC 2007
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987

C.16 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.17 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.18 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (<http://www.VetBiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

(End of Clause)

C.19 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)

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

(End of Clause)

C.20 VAAR 852.216-70 ESTIMATED QUANTITIES (APR 1984)

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

(End of Clause)

**C.21 VAAR 852.219-9 VA SMALL BUSINESS SUBCONTRACTING PLAN
MINIMUM REQUIREMENTS (DEC 2009)**

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

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

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

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

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

(End of Clause)

C.22 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 the RO's they are awarded. 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.23 VAAR 852.271-74 INSPECTION (JAN 2008)

The contractor will permit the duly authorized representative of the Department of Veterans Affairs to visit the place of instruction or the counseling and testing operations as may be necessary and examine the training facilities, the work of the veterans in training under this contract, and the records of these operations.

(End of Clause)

C.24 VAAR 852.273-75 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (Interim - October 2008)

(a) The contractor and their personnel shall be subject to the same Federal laws, regulations, standards and VA policies as VA personnel, regarding information and information system security. These include, but are not limited to Federal Information Security Management Act (FISMA), Appendix III of OMB Circular A-130, and guidance and standards, available from the Department of Commerce's National Institute of Standards and Technology (NIST). This also includes the use of common security configurations available from NIST's Web site at:

<http://checklists.nist.gov>

(b) To ensure that appropriate security controls are in place, Contractors must follow the procedures set forth in "VA Information and Information System Security/Privacy Requirements for IT Contracts" located at the following Web site:

http://www.iprm.oit.va.gov/docs/Security_and_Privacy_Requirements_for_IT_Contracts_Attachment.pdf

(End of Clause)

C.25 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008)

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

C.26 LIABILITY INSURANCE

Before commencing work under a contract, the Contractor shall certify to the Contracting Officer in writing, within 30 days after award, that the required insurance has been obtained. The following insurance as referenced in FAR 28.307-2, is the minimum insurance required:

General liability – Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

Property damage liability insurance shall be obtained.

Automotive liability – Automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

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

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 ATTACHMENT A

RESERVED

D.2 ATTACHMENT B

RESERVED

D.3 ATTACHMENT C Report Templates

Service Group A: Initial Assessments/Evaluations

COMPLETE INITIAL EVALUATION

A-1 Complete Initial Evaluation: The Initial Assessment shall provide the VR&E counselor with sufficient information about the Veteran’s prior education, work history, military experience, and the vocational impact of disabilities in relation to the work environment/requirements to support a determination of entitlement. The initial assessment shall also provide collaborative vocational exploration; analysis of transferable skills; evaluation of interests, aptitudes, and abilities; exploration of labor market conditions; and collaboration with the Veteran in the development of a draft rehabilitation plan leading to determination of feasibility to achieve a vocational goal, entry into suitable employment, and/or maximum independence in the community. The VA may order portions of an initial assessment as listed below, and the Contractor must meet the specified timeframes. Note that combined services below do not equal an initial assessment, but represent some aspects of the entire assessment. The average number of hours to complete an initial assessment is eight (8).

Narrative Format (shall include, but is not limited to)

Contractor company name/address/phone

Referral Source:

Veteran Name:

VA File (Last 4):

Address:

Name of Evaluator:

Date of Assessment:

Location of Assessment:

Veteran History / Demographics

This section will develop and provide information on the Veteran’s background in order to identify those factors that helped to shape his or her vocational personality and current circumstances. This section will provide a complete understanding of the Veteran’s current vocational needs. The information provided will be used by a VA counselor to determine whether an employment handicap exists, the existence of a serious employment handicap and information on the feasibility of attaining a vocational objective. Additionally, this information will be used in developing a plan that will outline the services the Veteran will require to overcome any such employment handicap. Supportive documents may be requested and included in the file, such as college transcripts, DD Form 214, resumes, etc. The items below are not an exhaustive list. The counselor should use his or her professional judgment and further develop any areas that are relevant to the vocational evaluation.

Presentation

- Did the Veteran arrive on time?

- What was his or her appearance and behavior?
- Was rapport easily established?
- Was the Veteran cooperative & willing to answer all questions in an open manner?
- Did the Veteran have difficulty completing any necessary paperwork?

Current Family & Living Situation

- Current address and phone number(s)
- How long has the Veteran resided in the area? What reasons brought the Veteran to the area? Does he/she plan on staying?
- Marital status. Number of prior marriages, if divorced
- Number and ages of children
- Does the Veteran's spouse work outside of the home? If yes, list occupation, employer & salary.
- Does the Veteran have dependable transportation? What are the Veteran's reasons for applying for vocational rehabilitation services?
- Are there any disincentives to vocational rehabilitation success, such as medical treatment eligibility, individual unemployability status, an active Workman's Compensation claim or Social Security Disability Income (SSDI)?
- Is there any negative legal history to include arrests, incarceration or bankruptcies?

Educational Background

- Did Veteran graduate from high school? If yes, when & where? Does Veteran have a GED? When?
- What kind of grades did Veteran receive in school? If grades were low, why?
- What were the Veteran's most Favorite subject and least favorite subject?
- Did the Veteran enjoy school? If not, why not?
- Did Veteran participate in any extracurricular activities or clubs?
- Has the Veteran received vocational training? What kind, when? Are these skills transferable? If yes, how, and relate to the labor market. If no, why not? Does the Veteran possess or need any certifications or licenses?
- Is there a history of a learning disability or special education classes?
- College information – transcripts or grade reports.
- Is Veteran currently enrolled in school? If yes, where and for what degree program? What is the reported GPA?
- Has the Veteran had his or her military experience evaluated for possible college credit? If yes, how much credit was awarded and by which school?
- Is the Veteran eligible for any other VA educational program such as Montgomery GI Bill (MGIB), Veterans Educational Assistance Program (VEAP), or Post 9-11 GI Bill effective 8-1-09?
- Has the Veteran ever used any of his or her VA educational benefits?
- Has the Veteran ever completed any on-line classes?
- Does the Veteran own his or her own computer?
- What is the Veteran's computer skill level, and what applications is he/she familiar with?

Military History

- When and where did the Veteran join the military?
- Branch of service; highest rank achieved; date of discharge

- Type of discharge. If medical separation – how much severance pay was received?
- Job title(s) and description of duties. Include any duty positions.
- Favorite and least favorite assignment
- Is the Veteran a current member of the National Guard or a Reserve unit? Do they plan to join?

Work History

- What is the Veteran's employment background before the military and since leaving the military?
- Is the Veteran currently employed? If so, what is their job title, employer, salary, job duties?
- Is the job consistent with the Veteran's interests, aptitudes and abilities?
- Does the job aggravate any of the Veteran's disabilities? If so, please elaborate.
- Has the Veteran missed any time from their current job? If so, how much and why? Does the Veteran have documentation of this or can he/she obtain it if needed?
- Has the Veteran requested any special accommodations in order to perform their job duties?
- If unemployed, he or she registered with the State Workforce Office?
- Is the Veteran receiving unemployment compensation?
- What job search activities has the Veteran completed?
- Does the Veteran have any transferable job skills? If so, what are they?
- Can the Veteran return to work with a former employer? If not, why not?
- Could the Veteran return to work in the same job with another employer if accommodations were made? What accommodations are needed?
- Does the Veteran have well-developed job seeking skills and a resume?

Transferable Job Skills

- Include a transferable skills analysis based on current industry standards.
- Are there any unexplained gaps in employment? If so, please explain.
- What vocational skills and other personal attributes has the Veteran acquired?
- Does the Veteran have good verbal communications skills? If not, please elaborate, i.e., speech impediment, or heavy foreign accent?
- Would the Veteran make a good interview impression? If not, why not?
- How motivated does the Veteran appear to be in seeking and maintaining employment?

Financial Situation

- What are the Veteran's financial resources? List current sources of income for Veteran and spouse, i.e., retirement pay, VA disability, unemployment compensation, SSDI, child support, military severance pay, etc).
- Is the Veteran able to meet his or her monthly financial obligations on current level of income?
If not, why not? How much extra each month will he or she need?
- Will the Veteran have to work if approved for a training program?
- Has the Veteran ever filed for bankruptcy? If yes, when, amount and what type of chapter?

Disabling Conditions: Functional Strengths & Weaknesses

This section should discuss the functional, social, and vocational impairments caused by the Veteran's service connected and non-service connected conditions. Include any negative attitudes toward the disabled that the Veteran has experienced. Information will include whether the Veteran has overcome or compensated for any limitations such as "learned to write with non-dominant hand following injury."

Physical & Mental Disabilities

- List the Veteran's service connected disabilities, history of injury or disease.
- Is the Veteran's condition improving, worsening, or is it stable?
- Do any of the conditions fluctuate so as to cause absenteeism or reduced work performance?
- Has Veteran been laid off or fired from employment? What reason for the dismissal did the employer give? What is the subjective assessment of the reason he or she was fired or laid off from his or her point of view?
- Has the Veteran been unemployed for a lengthy period of time? Why?
- Can the Veteran explain his or her mental health diagnosis and HOW it affects him or her? Is the Veteran willing to openly discuss his or her current and past mental health issues? When was the onset of the illness? Are there any known triggers or situations he or she avoids?
- Does the Veteran have a history of substance abuse? Has he or she been in treatment? Elaborate.
- If diagnosed with TBI, has the Veteran received treatment or tests? If so, what treatment or tests?
- Does the Veteran use a PDA or similar device? For what reason?

Medications

- List medications the Veteran is currently taking.
- Is the Veteran working with medical providers to get medications adjusted?
- Are there recent changes in the Veteran's medication
- If he or she is not taking prescribed medications, what is the reason?

Psychosocial Adjustment

- How does the Veteran feel about his or her disabilities and their limitations
- Does the Veteran admit to anger, frustration or similar problems?
- If so, what kind of problems has this caused in the Veteran's family, work or social life?
- What does he or she do to control these types of problems?
- Is he or she on medication for these problems?
- Is the Veteran getting better or worse? What exacerbates the problem(s)?
- If the Veteran has a TBI, then has he or she had a Neuropsychological evaluation? Is one needed?
- What are the Veteran's sleep patterns?
- Do medications or lack of sleep interfere with early morning functioning? How?
- Who or what are the Veteran's social support systems?
- Has the Veteran received in-patient treatment? For what? When?
- Is the Veteran active in any religious, social or other organizations?
- Does the Veteran volunteer with any organization
- What are the Veteran's hobbies or leisure time activities?

Current Treatment

- What treatment does the Veteran currently receive other than medication?
- Is the Veteran scheduled to undergo any future surgeries? If so, when, and how long would be the recovery period be?
- Is the Veteran being treated by the local VA Medical Center? If not, by whom? How do we contact his or her primary care provider, VA or civilian?
- Does the Veteran participate in AA or a similar group? PTSD Group? Has he or she refused to participate?

Functional Limitations

- How is the Veteran limited in function as a result of his or her disabilities?
- What prosthetics or assistive devices does the Veteran utilize to overcome functional limitations?
- Has the Veteran had to relearn activities or learn to use a different body part?
- What kinds of work activities or work environments would aggravate the Veteran's conditions?
- How severe is each limitation?
- How well does the Veteran compensate for or avoid the limitation?
- What corrections or adaptations have been made or could be made to improve residual abilities?
- Does the Veteran's disability cause a negative employer attitude even when the functional limitation is minimal? If yes, please describe.
- Does the Veteran need or use any prosthetic devices or sensory aids?

Summary

Provide a synthesis of the information above outlining a well-reasoned approach to overcoming the identified problems. This may include recommendations for additional assessments prior to developing a long-term vocational goal. Some examples of this are: Neuropsychological Evaluation, Functional Capacity Evaluation, Work Adjustment training, Work Hardening training or a vocational evaluation that includes work tasks. Strengths should be identified and how or what the Veteran overcame as well as the Veteran's support system. Information in the summary should help reveal the personal characteristics of the Veteran and include the Veteran's attitude toward family, friends, employment, and life in general.

Assessment of Interests, Aptitudes and Abilities

This section will identify the assessment instruments used, state the results, and provide impressions of the Veteran's vocationally significant personality traits. Assessment results will be used during the rehabilitation planning process to identify the need for remediation or basic skills. The possibility of a learning disability should also be discussed, if identified.

Testing Instruments Used – List each instrument separately.

- Enclose materials from all administered tests.
- Explain the purpose of each test.
- Explain results of each test as they relate to the Veteran's stated interests, aptitudes, abilities and functional limitations.
- Explain the vocational significance of each test result to include any recommendations for remediation or basic skills classes.

Vocational Exploration

This section should address the Veteran's stated and measured interests, aptitudes and functional limitations as they relate to the selection of a suitable vocational goal.

Career Goals

- What are some appropriate vocational goals (including the Veteran's stated goal) which match the Veteran's interests, aptitudes, and abilities for which there is a reasonable labor market?
- What is his other stated vocational objective? What is the reason they chose this Vocational Goal?
- How much experience, training and knowledge does the Veteran have regarding the stated vocational objective? Is it a realistic expectation that they could reach the goal?
- How well does the stated career field match with the Veteran's personality and temperament?
- If the Veteran's SCD would be aggravated by the self-chosen vocational objective, state how the job would aggravate his or her disabilities based on job duties.
- Could the Veteran work in the self-chosen vocational objective with accommodations? What accommodations would he or she need?
- Could the Veteran work in the vocational objective, if selective job placement were provided?
- Identify jobs where the Veteran could work with selective placement.
- What training would be necessary for the Veteran to gain an entry-level position in the field?
- Identify possible service providers and training establishments.
- Will the Veteran need any remediation?

Labor Market Information

- Are the Veteran and Contractor able to identify employers who hire people to work in his chosen vocational objective within commuting distance from his home? If not, is the Veteran willing to relocate?
- Does the Veteran have a good understanding of the scope of duties for the selected career field and the career ladder?
- Discuss possible uses for completed education and training. What industries or employment opportunities exist for a person who has completed the training for this goal?
- List any materials used during the vocational exploration process i.e., Occupational Outlook Handbook, college catalogs, Department of Labor statistics.

Summary & Recommendations

This section should contain a summary of the services provided. It may also include the need for further vocational exploration services, and the counselor's overall impression of the Veteran. If the Veteran's disabilities appear to be so severe that rehabilitation through employment is not likely at this time, the counselor should so state and identify services that may either increase the Veteran's independence or better prepare him for employment in the future. Through collaboration with the Veteran in the development of a draft rehabilitation plan leading to determination of feasibility to achieve a vocational goal, entry into suitable employment, and/or maximum independence in the community. A draft rehabilitation plan, including a vocational

goal, intermediate objectives to achieve the goal, facilities identified to provide services if applicable, estimated timeframes for starting and completing each objective, and any other relevant details will be prepared for review by the VA Vocational Rehabilitation Counselor.

Signature/credentials of Rehabilitation Counselor

TRANSFERABLE SKILLS ANALYSIS

A-3 Transferable Skills Analysis – Shall include an analysis of the Veteran’s current physical capacity, along with worker traits, intellectual level and personal characteristics shown by testing as well as the Veteran’s work and educational history in comparison to the characteristics and demands of specific jobs. The Analysis shall also outline transferable skills for direct employment or skills that may be built upon for future employment. The average time to complete a transferable skills analysis is two (2) hours.

Narrative Format (may include, but not limited to)

Contractor company name/address/phone

Referral Source:

Veteran Name:

VA File (Last 4):

Address:

Name of Evaluator:

Date of Assessment:

Location of Assessment:

A Veteran is considered to have skills that can be used in other jobs, when the skilled or semiskilled work activities he/she did in past work can be used to meet the requirements of skilled or semi-skilled work activities of other jobs or kinds of work. This depends largely on the similarity of occupational significant work activities among different jobs.

The transferability of a Veteran’s skills is most probable and meaningful among jobs in which the same or a lesser degree of skill is required (Specific Vocational Preparation), the same or similar tools and machines are used (Work Fields), and the same or similar raw materials, products, processes or services are involved (Materials, Products, Subject Matter, and Services).

The Transferable Skills Analysis will be based on the following U.S. Department of Labor publications: D.O.T. (Dictionary of Occupational Titles), C.O.J. (Classification of Jobs), GOE (Guide for Occupational Exploration), SOC (Selected Characteristics of Occupations defined in the Dictionary of Occupational Titles) and the O*NET. Software programs based on these publications/references will be considered acceptable resources for completing the analysis.

Transferable Job Skills

- Include a transferable skills analysis based on current industry standards.

- Are there any unexplained gaps in employment? If so, please explain.
- What vocational skills and other personal attributes has the Veteran acquired?
- Does the Veteran have good verbal communications skills? If not, please elaborate, i.e., speech impediment, or heavy foreign accent?
- Would the Veteran make a good interview impression? If not, why not?
- How motivated does the Veteran appear to be in seeking and maintaining employment?

Signature/credentials of Rehabilitation Counselor

VOCATIONAL EVALUATION

A-2 Vocational Evaluation: Shall include medical, educational, and vocational history, including identification of functional capacity for work, barriers to employment, and assessment of transferable skills; vocational testing to include assessment of academic functioning, interests, aptitudes, and abilities and review the test analysis, results, and implications with the veteran. The average number of hours to complete a vocational evaluation is five (5).

Suggested Narrative Format (shall include, but is not limited to)

Contractor company name/address/phone

Referral Source:

Veteran Name:

VA File (Last 4):

Address:

Name of Evaluator:

Date of Assessment:

Location of Assessment:

Veteran History / Demographics

This section will develop and provide information on the Veteran's background in order to identify those factors that helped to shape his or her vocational personality and current circumstances. This section will provide a complete understanding of the Veteran's current vocational needs. The information provided will be used by a VA counselor to determine whether an employment handicap exists, the existence of a serious employment handicap and information on the feasibility of attaining a vocational objective. Additionally, this information will be used in developing a plan that will outline the services the Veteran will require to overcome any such employment handicap. Supportive documents may be requested and included in the file, such as college transcripts, DD Form 214, resumes, etc. The items below are not an exhaustive list. The counselor should use his or her professional judgment and further develop any areas that are relevant to the vocational evaluation.

Presentation

- Did the Veteran arrive on time?
- What was his or her appearance and behavior?

- Was rapport easily established?
- Was the Veteran cooperative & willing to answer all questions in an open manner?
- Did the Veteran have difficulty completing any necessary paperwork?

Current Family & Living Situation

- Current address and phone number(s)
- How long has the Veteran resided in the area? What reasons brought the Veteran to the area? Does he/she plan on staying?
- Marital status. Number of prior marriages, if divorced
- Number and ages of children
- Does the Veteran's spouse work outside of the home? If yes, list occupation, employer & salary.
- Does the Veteran have dependable transportation? What are the Veteran's reasons for applying for vocational rehabilitation services?
- Are there any disincentives to vocational rehabilitation success, such as medical treatment eligibility, individual unemployability status, an active Workman's Compensation claim or Social Security Disability Income (SSDI)?
- Is there any negative legal history to include arrests, incarceration or bankruptcies?

Educational Background

- Did Veteran graduate from high school? If yes, when & where? Does Veteran have a GED? When?
- What kind of grades did Veteran receive in school? If grades were low, why?
- What were the Veteran's most Favorite subject and least favorite subject?
- Did the Veteran enjoy school? If not, why not?
- Did Veteran participate in any extracurricular activities or clubs?
- Has the Veteran received vocational training? What kind, when? Are these skills transferable? If yes, how, and relate to the labor market. If no, why not? Does the Veteran possess or need any certifications or licenses?
- Is there a history of a learning disability or special education classes?
- College information – transcripts or grade reports.
- Is Veteran currently enrolled in school? If yes, where and for what degree program? What is the reported GPA?
- Has the Veteran had his or her military experience evaluated for possible college credit? If yes, how much credit was awarded and by which school?
- Is the Veteran eligible for any other VA educational program such as Montgomery GI Bill (MGIB), Veterans Educational Assistance Program (VEAP), or Post 9-11 GI Bill effective 8-1-09?
- Has the Veteran ever used any of his or her VA educational benefits?
- Has the Veteran ever completed any on-line classes?
- Does the Veteran own his or her own computer?
- What is the Veteran's computer skill level, and what applications is he/she familiar with?

Military History

- When and where did the Veteran join the military?
- Branch of service; highest rank achieved; date of discharge
- Type of discharge. If medical separation – how much severance pay was received?

- Job title(s) and description of duties. Include any duty positions.
- Favorite and least favorite assignment
- Is the Veteran a current member of the National Guard or a Reserve unit? Do they plan to join?

Work History

- What is the Veteran's employment background before the military and since leaving the military?
- Is the Veteran currently employed? If so, what is their job title, employer, salary, job duties?
- Is the job consistent with the Veteran's interests, aptitudes and abilities?
- Does the job aggravate any of the Veteran's disabilities? If so, please elaborate.
- Has the Veteran missed any time from their current job? If so, how much and why? Does the Veteran have documentation of this or can he/she obtain it if needed?
- Has the Veteran requested any special accommodations in order to perform their job duties?
- If unemployed, he or she registered with the State Workforce Office?
- Is the Veteran receiving unemployment compensation?
- What job search activities has the Veteran completed?
- Does the Veteran have any transferable job skills? If so, what are they?
- Can the Veteran return to work with a former employer? If not, why not?
- Could the Veteran return to work in the same job with another employer if accommodations were made? What accommodations are needed?
- Does the Veteran have well-developed job seeking skills and a resume?

Financial Situation

- What are the Veteran's financial resources? List current sources of income for Veteran and spouse, i.e., retirement pay, VA disability, unemployment compensation, SSDI, child support, military severance pay, etc).
- Is the Veteran able to meet his or her monthly financial obligations on current level of income?
If not, why not? How much extra each month will he or she need?
- Will the Veteran have to work if approved for a training program?
- Has the Veteran ever filed for bankruptcy? If yes, when, amount and what type of chapter?

Disabling Conditions: Functional Strengths & Weaknesses

This section should discuss the functional, social, and vocational impairments caused by the Veteran's service connected and non-service connected conditions. Include any negative attitudes toward the disabled that the Veteran has experienced. Information will include whether the Veteran has overcome or compensated for any limitations such as "learned to write with non-dominate hand following injury."

Physical & Mental Disabilities

- List the Veteran's service connected disabilities, history of injury or disease.
- Is the Veteran's condition improving, worsening, or is it stable?

- Do any of the conditions fluctuate so as to cause absenteeism or reduced work performance?
- Has Veteran been laid off or fired from employment? What reason for the dismissal did the employer give? What is the subjective assessment of the reason he or she was fired or laid off from his or her point of view?
- Has the Veteran been unemployed for a lengthy period of time? Why?
- Can the Veteran explain his or her mental health diagnosis and HOW it affects him or her? Is the Veteran willing to openly discuss his or her current and past mental health issues? When was the onset of the illness? Are there any known triggers or situations he or she avoids?
- Does the Veteran have a history of substance abuse? Has he or she been in treatment? Elaborate.
- If diagnosed with TBI, has the Veteran received treatment or tests? If so, what treatment or tests?
- Does the Veteran use a PDA or similar device? For what reason?

Medications

- List medications the Veteran is currently taking.
- Is the Veteran working with medical providers to get medications adjusted?
- Are there recent changes in the Veteran's medication
- If he or she is not taking prescribed medications, what is the reason?

Psychosocial Adjustment

- How does the Veteran feel about his or her disabilities and their limitations
- Does the Veteran admit to anger, frustration or similar problems?
- If so, what kind of problems has this caused in the Veteran's family, work or social life?
- What does he or she do to control these types of problems?
- Is he or she on medication for these problems?
- Is the Veteran getting better or worse? What exacerbates the problem(s)?
- If the Veteran has a TBI, then has he or she had a Neuropsychological evaluation? Is one needed?
- What are the Veteran's sleep patterns?
- Do medications or lack of sleep interfere with early morning functioning? How?
- Who or what are the Veteran's social support systems?
- Has the Veteran received in-patient treatment? For what? When?
- Is the Veteran active in any religious, social or other organizations?
- Does the Veteran volunteer with any organization
- What are the Veteran's hobbies or leisure time activities?

Current Treatment

- What treatment does the Veteran currently receive other than medication?
- Is the Veteran scheduled to undergo any future surgeries? If so, when, and how long would be the recovery period be?
- Is the Veteran being treated by the local VA Medical Center? If not, by whom? How do we contact his or her primary care provider, VA or civilian?

- Does the Veteran participate in AA or a similar group? PTSD Group? Has he or she refused to participate?

Functional Limitations

- How is the Veteran limited in function as a result of his or her disabilities?
- What prosthetics or assistive devices does the Veteran utilize to overcome functional limitations?
- Has the Veteran had to relearn activities or learn to use a different body part?
- What kinds of work activities or work environments would aggravate the Veteran's conditions?
- How severe is each limitation?
- How well does the Veteran compensate for or avoid the limitation?
- What corrections or adaptations have been made or could be made to improve residual abilities?
- Does the Veteran's disability cause a negative employer attitude even when the functional limitation is minimal? If yes, please describe.
- Does the Veteran need or use any prosthetic devices or sensory aids?

Assessment of Interests, Aptitudes and Abilities

The report will identify the assessment instruments used, state the results, and provide impressions of the Veteran's vocationally significant personality traits. Assessment results will be used during the rehabilitation planning process to identify the need for remediation or basic skills. The possibility of a learning disability should also be discussed, if identified.

Testing Instruments Used – List each instrument separately.

- Enclose materials from all administered tests.
- Explain the purpose of each test.
- Explain results of each test as they relate to the Veteran's stated interests, aptitudes, abilities and functional limitations.
- Explain the vocational significance of each test result to include any recommendations for remediation or basic skills classes.

Summary

Provide a synthesis of the information above outlining a well-reasoned approach to overcoming the identified problems. This may include recommendations for additional assessments prior to developing a long-term vocational goal. Some examples of this are: Neuropsychological Evaluation, Functional Capacity Evaluation, Work Adjustment training, Work Hardening training or a vocational evaluation that includes work tasks. Strengths should be identified and how or what the Veteran overcame as well as the Veteran's support system. Information in the summary should help reveal the personal characteristics of the Veteran and include the Veteran's attitude toward family, friends, employment, and life in general.

Signature/credentials of Rehabilitation Counselor

VOCATIONAL EXPLORATION

A-4 Vocational Exploration: A collaborative effort between counselor and client that considers transferable skills, impact of disability condition and residual functioning, vocational testing results, labor market conditions and demands, assistive technology and job modifications, need for services to improve independence in the home and community, and other factors. Note that testing and transferable skills analysis may be required as a part of this package in some cases. Vocational Exploration shall result in the joint development of a draft rehabilitation plan (IWRP, IEEP, and IEAP). The average time to complete a vocational exploration is four (4) hours.

Narrative Format (shall include, but is not limited to)

Contractor company name/address/phone

Referral Source:

Veteran Name:

VA File (Last 4):

Address:

Name of Evaluator:

Date of Assessment:

Location of Assessment:

Vocational Exploration

This section should address the Veteran's stated and measured interests, aptitudes and functional limitations as they relate to the selection of a suitable vocational goal.

Career Goals

- What are some appropriate vocational goals (including the Veteran's stated goal) which match the Veteran's interests, aptitudes, and abilities for which there is a reasonable labor market?
- What is his other stated vocational objective? What is the reason they chose this Vocational Goal?
- How much experience, training and knowledge does the Veteran have regarding the stated vocational objective? Is it a realistic expectation that they could reach the goal?
- How well does the stated career field match with the Veteran's personality and temperament?
- If the Veteran's SCD would be aggravated by the self-chosen vocational objective, state how the job would aggravate his or her disabilities based on job duties.
- Could the Veteran work in the self-chosen vocational objective with accommodations? What accommodations would he or she need?
- Could the Veteran work in the vocational objective, if selective job placement were provided?
- Identify jobs where the Veteran could work with selective placement.
- What training would be necessary for the Veteran to gain an entry-level position in the field?
- Identify possible service providers and training establishments.
- Will the Veteran need any remediation?

Labor Market Information

- Are the Veteran and Contractor able to identify employers who hire people to work in his chosen vocational objective within commuting distance from his home? If not, is the Veteran willing to relocate?
- Does the Veteran have a good understanding of the scope of duties for the selected career field and the career ladder?
- Discuss possible uses for completed education and training. What industries or employment opportunities exist for a person who has completed the training for this goal?
- List any materials used during the vocational exploration process i.e., Occupational Outlook Handbook, college catalogs, Department of Labor statistics.

Summary & Recommendations

This section should contain a summary of the services provided. It may also include the need for further vocational exploration services, and the counselor's overall impression of the Veteran. If the Veteran's disabilities appear to be so severe that rehabilitation through employment is not likely at this time, the counselor should so state and identify services that may either increase the Veteran's independence or better prepare him for employment in the future.

Signature/credentials of Rehabilitation Counselor

VOCATIONAL TESTING (INDIVIDUAL & GROUP)

A-5(a) Vocational Testing (individual): When ever Vocational Testing (individual) is required it shall include assessment of academic functioning, interests, and aptitudes. Scored, interpreted test results and raw test materials shall be provided to the VA along with relevant testing related behavioral observations within seven (7) calendar days of testing. The average number of hours to complete a vocational evaluation is three (3) hours.

A-5(b) Vocational Testing (group): Additional veterans may be added, under this service, to referral A-5(a) above, for the purpose of constituting a group testing session. Additional veterans added shall be priced at a per-veteran rate for testing materials, scoring and document preparation only. The cost of time for proctoring the tests will have been included in the cost of the service A-5(a) above. Referrals under this service will only be made as an add-on to a referral for Service A-5(a). The average number of hours to score and document testing results for additional veterans is one (1) hour per veteran. Scored, interpreted test results and raw test materials shall be provided to the VA along with relevant testing related behavioral observations within seven (7) calendar days of testing. Group size shall not exceed 12.

Narrative Format (shall include, but is not limited to)

Contractor company name/address/phone

Referral Source:

Veteran Name:

VA File (Last 4):

Address:

Name of Evaluator:

Date of Assessment:

Location of Assessment:

Assessment of Interests, Aptitudes and Abilities

The report will identify the assessment instruments used, state the results, and provide impressions of the Veteran's vocationally significant personality traits. Assessment results will be used during the rehabilitation planning process to identify the need for remediation or basic skills. The possibility of a learning disability should also be discussed, if identified.

Testing Instruments Used – List each instrument separately.

- Enclose materials from all administered tests.
- Explain the purpose of each test.
- Explain results of each test as they relate to the Veteran's stated interests, aptitudes, abilities and functional limitations.
- Explain the vocational significance of each test result to include any recommendations for remediation or basic skills classes.

Signature/credentials of Rehabilitation Counselor

Service Group B: Case Management

INTENSIVE CASE MANAGEMENT

B-2 Intensive Case Management - This category of services includes Veterans who need substantial assistance to achieve rehabilitation goals and/or those in short term rehabilitation programs, such as certificate training programs, extended evaluation programs, etc. Personal contact must be made on a frequent basis to ensure close monitoring of progress and quick response to need for services, interventions, or referrals. At least one personal contact per month (no more than 30 days between each meeting) must be face-to-face. Monthly reports will also document on-going intervention as needed. The average hours per month to provide intensive case management is two (2).

Narrative Format (shall include, but is not limited to)

Contractor company name/address/phone

Referral Source:

Veteran Name:

VA File (Last 4):

Address:

Dates Seen: Current _____ Next Scheduled _____

In-person meeting: Yes No

Counselor:

This section's content includes current rehabilitation services activities, progress toward successful completion of the goals and objectives, assessment of progress through in-person meetings, objective progress reports, subjective input by the Veteran and/or family members, and other appropriate input depending upon the rehabilitation service setting. It will also present personal, socio-economic, family, and medical issues that the Chapter 31 participant is experiencing.

The services report will address circumstances that affect the Chapter 31 participant's ability to succeed with his or her goals, and will identify resources that will improve successful completion of the rehabilitation plan.

Review of Plan

The report narrative will be expansive enough to comprehensively address the overall plan, progress toward goals and objectives, incremental accomplishments, any urgent needs for additional services, complications that may interfere with the plan's progression, and subjective input from the Veteran. Refer requests to change plan goal, and/or incremental objectives to the VR&E Vocational Rehabilitation Counselor.

- Plan Goal
- How do the provided services contribute to the accomplishment of the objectives?
- Progress toward accomplishing objectives (fragment, unclear)

- Sufficient finances to pay for housing, food, utilities, commuting, childcare, etc.
- Sufficient finances to support lasting maintenance costs of assistive technology or accommodation devices
- Other

Medical

This report will address the impact of service-connected and non-service-connected disabilities on the Veteran's ability to progress toward goals and objectives. It will identify the need for referral for medical support services (VA Medical Center), and identify the need for rehabilitation support and/or accommodations.

- Need for medical/psychiatric care
- Urgent medical needs
- Rehabilitation medicine needs (i.e., Occupational Therapy, Physical Therapy, Speech Therapy, etc.)
- Accommodation needs
 - Available through training institution
 - Available through medical facility
 - Available through rehabilitation facility

Recommendation

A timely report is necessary to ensure that Chapter 31 participants receive all of the rehabilitation resources they are entitled to. Needs that are identified during the monthly and annual rehabilitation assistance meeting must be documented and communicated to VR&E Vocational Rehabilitation Counselors as quickly as possible to ensure that the Veteran's benefits are administered in a timely and accurate manner, that vendor payments are made on schedule, and that support services are acquired when needed.

The case management report should include any specific recommendation for VA follow-up i.e., tools, equipment, specific licensure/certification, uniforms, subsistence allowance, personal follow-up, support services referrals. Additionally, information regarding vendor (school/training facility/service provider, etc.) costs and payments will be addressed in the narrative. Specific documents will be attached to the report, and VR&E will be notified of any issues requiring immediate VA action. The assessment from case management will include recommendations regarding accomplishment of objectives; interruption from the plan, and reasons for interruption such as relocation, medical, and other issues that arise and impact the Veteran's Chapter 31 services. Issues requiring action by VA must be referred immediately. If the Veteran has completed all goals, or as many as he/she will be able to complete, provide a recommendation for case closure as "Rehabilitated" to the VR&E Vocational Rehabilitation Counselor.

Signature/credentials of Rehabilitation Counselor

INTERRUPT FOLLOW-UP SERVICES

B-3 Interrupted Follow-Up Services – This category of services is provided to Veterans who need ongoing follow-up services during a period of medical or other interruption to ensure that service needs are met. Frequency of contact is dictated by Veteran needs and circumstances. This level of service requires a minimum of at least one monthly verbal contact (no more than 30 days between each contact). More frequent contact by phone and/or e-mail is recommended. Face-to-face contacts are preferred, but not required. If attempts to provide verbal and/or face-to-face contact are unsuccessful, documentation will reflect follow-up by mail and other appropriate avenues. Billing for this package will be considered if the file demonstrates sufficient effort for follow-up; however, failure of the Veteran to cooperate must be staffed with the VA at least monthly for consideration of payment beyond the first 30 days when the Veteran is not cooperating. The average number of hours per month to provide follow-up services is one (1).

Narrative Format (shall include, but is not limited to)

Contractor company name/address/phone

Referral Source:

Veteran Name:

VA File (Last 4):

Address:

Dates Seen: Current _____ Next Scheduled _____

In-person meeting: Yes No

Counselor:

This section's content includes current rehabilitation services activities, progress toward successful completion of the goals and objectives, assessment of progress through in-person meetings, objective progress reports, subjective input by the Veteran and/or family members, and other appropriate input depending upon the rehabilitation service setting. It will also present personal, socio-economic, family, and medical issues that the Veteran is experiencing.

The services report will address circumstances that affect the Veteran's ability to participate in rehabilitation programming, and will identify resources that will improve successful completion of the rehabilitation plan.

Review of Plan

The report narrative will comprehensively address the overall plan, progress toward goals and objectives, incremental accomplishments, any urgent needs for additional services, complications that may interfere with the plan's progression, and subjective input from the Veteran. Refer requests to change plan goal, and/or incremental objectives to the VR&E Vocational Rehabilitation Counselor.

- Plan Goal
- How do the provided services contribute to the accomplishment of the objectives?
- Progress toward accomplishing objectives (fragment, unclear)

- Sufficient finances to pay for housing, food, utilities, commuting, childcare, etc.
- Sufficient finances to support lasting maintenance costs of assistive technology or accommodation devices
- Other

Medical

This report will address the impact of service-connected and non-service-connected disabilities on the Veteran's ability to progress toward goals and objectives. It will identify the need for referral for medical support services (VA Medical Center), and identify the need for rehabilitation support and/or accommodations.

- Need for medical/psychiatric care
- Urgent medical needs
- Rehabilitation medicine needs (i.e., Occupational Therapy, Physical Therapy, Speech Therapy, etc.)
- Accommodation needs
 - Available through training institution
 - Available through medical facility
 - Available through rehabilitation facility

Recommendation

A timely report is necessary to ensure the Veteran receives all of the rehabilitation resources needed. The report will include recommendations regarding accomplishment of objectives; interruption from the plan, and reasons for interruption such as relocation, medical, and other issues that arise and impact the Veteran's Chapter 31 services. Issues requiring action by VA must be referred immediately.

If the Veteran has completed all goals, or as many as he/she will be able to complete, provide a recommendation for case closure as "Rehabilitated" to the VR&E Vocational Rehabilitation Counselor.

Signature/credentials of Rehabilitation Counselor

STANDARD CASE MANAGEMENT

B-1 Standard Case Management - This category includes Veterans pursuing long-term training programs who are in need of on-going support toward achievement of employment goals. Personal face-to-face contact must be made at least once per school term or more frequently if the Veteran's circumstances dictate. The school term is defined by the training facility. Average face-to-face contact is once every 4 months, with routine support provided in an ongoing manner. The average number of hours per month for standard case management is one and a quarter (1.25).

Narrative Format (shall include, but is not limited to)

Contractor company name/address/phone

Referral Source:

Client:

VA File (Last 4):

Address:

Case Number:

Dates Seen: Current _____ Next Scheduled _____

In Person Meeting: Yes No

Counselor:

This section's content includes current Rehabilitation Services activities; progress toward successful completion of the goals and objectives of the rehabilitation plan; assessment of progress through grade reports, training reports, and other appropriate input depending upon the rehabilitation service setting; presenting issues; and personal/socio-economic/family/medical issues that the Ch 31 participant is experiencing.

The case management report will address training circumstances that affect the Ch 31 participant's ability to succeed with his/her training and employment goals, and identify resources that will improve successful completion.

Review of Rehabilitation Plan

The report narrative will be expansive enough to comprehensively address the overall rehabilitation plan, evaluate the progress toward achieving goals and objectives, and document incremental accomplishments and readiness for employment. Additionally, the report will highlight any urgent needs for additional services, outline any complications that may interfere with plan progression, and describe any subjective input from the Veteran. The following list of items is not all-inclusive, but represents the types of items the report will contain:

- Vocational Goal
- Progress toward accomplishing objectives
- Anticipated Completion Date
- Facility
- Semester/Term Review and discussion of any changes
- Annual Review of entire rehabilitation plan and discussion of any potential changes
- Change in enrollment status (increase/decrease in rate of pursuit)
- Readiness to return to school enrollment (following a period of interruption)
- School enrollment certification
- Grade report
- Supply/equipment needs
- Transportation
- Legal issues that may interfere with progression
- Physical or mental health issues that may interfere with progression

If employed, the report will identify the job title, company name, position description, start date, and salary. It will also describe how the position relates to the Ch 31 participant's vocational rehabilitation plan. If the Veteran is working part time, is it part of his future goals or employment to supplement his overall income? Is the employment suitable?

Any requests to change employment goals and/or incremental objectives will be referred to the VR&E Vocational Rehabilitation Counselor.

Employment information

- Employer
- Job Title and Position Description
- Location
- Point of Contact
- Wages
- Hours of work
- Compensation (pay and benefits)
- Start-work date

Personal Data

Confirm mailing and e-mail address, phone number, and any updates/changes.

- Change in dependents – procedures for adding/removing dependents on Ch 31 subsistence allowance
- Change in address
- Other

Financial

Identify any financial issues that may affect the Veteran's continued job search and employment. Identify state, federal, and community resources that may help mitigate financial issues. Assess the need for more in-depth financial counseling assistance and apply available resources as necessary.

- School Financial Aid
- Subsistence Allowance
- Other educational programs
- Sufficient finances to pay for housing, food, utilities, commuting, childcare, etc.

Medical

Address the impact of service-connected and non-service-connected disabilities on the Veteran's ability to progress toward goals and objectives. Identify the need for referral for medical support services (VA Medical Center). Identify the need for rehabilitation support and/or accommodations.

- Need for medical/psychiatric care
- Urgent medical, dental or visual needs
- Rehabilitation medicine needs (i.e., Occupational Therapy, Physical Therapy, Speech Therapy, etc.)
- Accommodations
 - Available through training institution
 - Available through medical facility
 - Available through rehabilitation facility

Employment Readiness Assessment

Assess each Veteran who is pursuing employment through a Ch 31 rehabilitation plan for job readiness during rehabilitation assistance case management meetings. Narrative will address whether the Veteran is ready to begin an employment search prior to development of employment assistance plan. Capture the Veteran's subjective input regarding suitability of employment and whether he/she identifies a need for additional services.

- Has the Veteran acquired competitive work skills?
- Will the Veteran participate in an internship, volunteering or paid employment which will relate in some way to the ultimate employment goal?
- Are there employers in the local/distant labor market?
- What barriers to employment exist?
- Are additional training, licensure, certification, tools, equipment, etc., necessary to achieve job readiness?
- Is adjustment to the rehabilitation plan needed to meet current job market demands?
- Are accommodations needed to meet current job market demands?

Recommendation

A timely report is necessary to ensure that Ch 31 participants receive all of the rehabilitation resources they are entitled to. Needs that are identified during the semester/term and annual rehabilitation assistance meetings must be documented and communicated to VR&E Vocational Rehabilitation Counselors as quickly as possible to ensure that the Veteran's benefits are administered in a timely and accurate manner, and that support services are acquired when needed.

The rehabilitation assistance case management report should include any specific recommendations for VA follow-up (i.e., tools, equipment, specific licensure/certification, uniforms, subsistence allowance, personal follow-up, support services referrals). Additionally, information regarding vendor's (school/training facility/service provider, etc.) costs and payments will be addressed in the narrative.

Specific documents will be attached to the report, and VR&E will be notified of any issues requiring immediate VA action. The case management assessment will include recommendations regarding job readiness and development of Individualized Employment

Assistance Plan, interruption from Individualized Written Rehabilitation Plan, relocation for training or employment, and other issues that arise and impact the Veteran's Ch 31 services.

Signature/credentials of Rehabilitation Counselor

Service Group C: Employment Services

EMPLOYMENT SERVICES FOLLOW-UP

C-3 Stage 3: Follow-up services – continued follow-up and guidance is required until the Veteran achieves “rehab ready” status, meaning that the Veteran has maintained employment for at least 60 days with no adjustment issues for traditional employment or one year for self employment or contract jobs. At least one meeting will be conducted face-to-face during each 30 day period.

Completed cases: Follow-up reports detailing adjustment, services provided, and additional service needs will be submitted no later than 30 days following initial job placement and monthly (no more than 30 calendar days) until the Veteran is declared rehabilitated by VA or the VA requests case closure. A final summary report will be submitted within 15 days of the conclusion of services.

The average number of hours per month for Follow-up Services is one (1).

Reports: For Stage 3, twice monthly progress reports shall be delivered to the VA by the 15th and 30th of each month (15th and 28th in February) in accordance with the M28 manual. A final summary report shall also be submitted at the conclusion of services to be received within 15 days. Meetings with Veterans shall occur as specified in the stages outlined above, with job readiness services continuing throughout as needed.

Narrative Format (shall include, but is not limited to)

- Contractor company name/address/phone:
- Referral Source:
- Client:
- VA File (Last 4):
- Address:
- Dates Seen:
- Counselor:

Personal

Confirm mailing and e-mail address, phone number, and any updates or changes.

Financial

Monitor the 30-day period from beginning of Job Ready Status for job search or employment. The narrative scope of report will include an assessment of each -30-day period of job search or employment adjustment and a recommendation to VR&E for payment of the Employment Adjustment Allowance (EAA) after the first and second 30-day period. Identify any financial issues that may affect the Veteran’s continued job search/employment. Identify state, federal, and community resources to mitigate financial problems.

Medical

Address the impact of service-connected and non-service-connected disabilities on the job search if unemployed, or adjustment to employment if employed. Identify any need for a referral for medical support services to the VA Medical Center. Identify any changes in Veteran's disability rating.

Job Search/Employment Adjustment Assessment

If the Veteran is unemployed, the report narrative must include current Job Services activities, employment barriers, progress toward employment, assessment of effectiveness of job search strategies and activities, presenting issues, and personal/socio-economic/family/financial/medical issues that the Veteran is experiencing. The report will identify any assistance provided by Contractor, DVOP and other entities. Ensure the Veteran is registered on www.vetsuccess.gov for Chapter 31 employment resources and information.

If the Veteran becomes unemployed, notify the VR&E Vocational Rehabilitation Counselor or Employment Coordinator immediately. The case management services report will address job and labor market circumstances that affect his or her ability to identify suitable job opportunities and access employers, and identify resources that will improve success of the job search.

Employment information

If the Veteran is employed, the report narrative will identify the job title and position description, and will describe how the position relates to the Veteran's vocational rehabilitation plan. The report will address whether this is a suitable occupation for the Veteran. Has the Veteran overcome barriers to employment? Identify specifics. Identify whether there are residual issues that need to be addressed for full adjustment to suitable employment. Capture the Veteran's subjective input regarding suitability of employment and whether he or she identifies a need for additional services. The report will also address the Veteran's adjustment to the job, and identify any accommodation or other needs if applicable.

- Employer:
- Job Title and Position Description:
- Address:
- Point of Contact:
- Wages:
- Hours of work:
- Compensation (pay and benefits):
- Start-work date:

The report narrative will include information on how the Veteran secured the employment (i.e., referred by an agency), any employer incentives used, whether the Veteran is employed full or part time, accommodations needed for employment or adjustment to employment, tools, equipment, and certification required of the position, and subjective input from the Veteran.

The report narrative will outline the Veteran's job performance, any problems and/or issues associated with employment, the employer's satisfaction with the Veteran, and the Veteran's satisfaction with the employment, including any actions taken to resolve problems and/or issues and the expected outcomes as a result of the actions.

Recommendation

A timely report is necessary to ensure that Chapter 31 participants receive all available employment services. Needs that are identified during the 30-day employment follow-up must be documented and communicated to VR&E Vocational Rehabilitation Counselors as quickly as possible to ensure that EAA payments are approved on schedule and employer incentives are applied, such as Work Opportunities Tax Credit.

The Employment Services case management report should include any specific recommendation for VA follow-up i.e., tools, equipment, specific licensure or certification, uniforms, employer adjustment allowance, personal follow-up, support services referrals.

Continue follow-up under Chapter 31 guidelines for an additional 30 days. The assessment from case management will include recommendations regarding file closure with a declaration of rehabilitated after 60 days of continual employment without the need for further assistance or intervention.

Schedule 60-day follow-up. Identify any services, support or resources needed for sustained employment.

Signature/credentials of Rehabilitation Counselor

JOB READINESS ASSESSMENT

C-1 Stage 1: Job Readiness Assessment: The Contractor shall complete the job readiness assessment within 30 calendar days after Contractor receipt of the referral for job readiness assessment services. The job readiness assessment will be conducted via at least one face-to-face meeting with the Veteran and shall address the Veteran's job readiness skills in the following areas: job seeking skills; interview skills; application preparation skills; disability disclosure and self-advocacy skills; knowledge of labor market conditions; realistic job/salary expectations; quality of resume or need for assistance to refine resume; and approach to job search process. The average number of hours to complete a Job Readiness Assessment is two (2).

Reports: The report shall be delivered within 7 calendar days of the initial appointment.

Narrative Format (shall include, but is not limited to)

Contractor company name/address/phone:

Referral Source:

Client:

VA File (Last 4):

Address:

Dates Seen:

Counselor:

The following elements should be included in the job readiness assessment:

- **Evaluate Résumé**
- **Assess Local Labor Market Relative to the Veteran's Skill**
- **Evaluate the Veteran's Job Ready Factors**
- **Assess Job Seeking and Interview Skills**
- **Provide Job Seeking Skills**

Evaluate Résumé

Is résumé targeted to the vocational goal of the Veteran's vocational rehabilitation plan?

Is résumé format the best fit for the Veteran's situation?

Is the résumé well-written?

Is résumé targeted to the vocational goal of the Veteran's vocational rehabilitation plan?

- If training was provided under an IWRP, ensure that training, education, knowledge, new and transferrable skills, and abilities are reflected in the résumé.
- If training was **NOT** provided under an IWRP, ensure that any previous or applicable training, education, knowledge, transferrable skills, and abilities are highlighted and related to the employment goal under the IEAP.
- The résumé may need to be tailored for a specific job announcement.

Is résumé format the best fit for the Veteran's situation? Ideally, résumés should be one page in length and two pages at most.

- **Functional résumé:** Skills-based résumé that is not in date order. Use the functional résumé format if the Veteran:
 - Has a gap in his or her work history.
 - Is reentering the workforce after a long period.
 - Has frequently changed jobs.
 - Is transitioning to a new career.
- **Chronological résumé:** Work experience résumé that is in descending date order. This is a good format to use if the Veteran has a lot of experience and/or good career progression and is seeking employment in the same or similar career field.

- **Combination résumé:** A hybrid of the functional and chronological résumé. Use this when you want to highlight Veteran's skills, accomplishments, abilities in a functional manner and also include a chronological work history.

VetSuccess.gov has a resume building tool, which is an option for the Veteran, VRC and EC. The Veteran's resume should be posted on VetSuccess.gov to be available to employers.

Is the résumé well-written?

- Does the résumé contain key words that are applicable to the Veteran's job goals?
- Key words are industry specific and show the Veteran has the skills necessary to do the job. Review job announcements, trade magazines, and other resources to ensure that key words are used in the résumé. For example, an IT person's résumé would have key words such as hardware, software, routers, networking when answering the IT Assistant classified ad below.

Suggested steps to assess the Veteran's skills as they relate to labor market demands:

1. Obtain current occupational information about the desired job.
2. Review local labor market trends for the desired job.
3. Determine if there is a demand for the desired job in the area where the Veteran lives or find out if he/she is willing to commute/move.
4. Verify that the Veteran's skills are adequate for local labor market demands. Examine Veteran's:
 - Current degrees
 - Certifications
 - Licensure
 - Other experience or skills required in addition to goal-specific criteria

What resources and tools are available to determine occupational and market trends?

- VetSuccess.gov
- Occupational Outlook Handbook
- O*Net Online
- OASYS Occupational Database
- Bureau of Labor Statistics
- Department of Labor's Veterans' Employment & Training Service (VETS)
- Disabled Veterans' Outreach Program (DVOP)
- Local Veterans Employment Representative (LVER) Program
- Career One-Stop Centers and/or State Workforce Agency
- Guide for Occupational Exploration (GOE)

Is the Veteran's physical appearance suitable for the occupation?

- Attire: Does the Veteran have the appropriate clothing to interview for the specific job?

- Dark-colored suit for professional job
- Khaki slacks and golf shirt for industrial-type job
- Hygiene: Must be neat, clean, and well-groomed.
- Dental: Ensure fresh, clean oral hygiene.
- Tattoos: Ensure that tattoos are covered.
- Piercings: Remove visible body and tongue jewelry other than appropriate earrings.

Does the Veteran possess suitable motivation/attitude for work?

- Work history/background: Past work history is an indicator of future motivation and performance.
- Appropriate body language
- Confidence/self-esteem
- Perceived barriers to employment:
 - Does the Veteran view him/herself as disabled and unable to work?
 - Or does he/she see him/herself as able-bodied and able to work?
- Follow through: Can the Veteran follow through with vocational tasks, "next steps"?
- Expectations (realistic and/or unrealistic):
 - Does the Veteran think that he/she will start in management making unrealistic wages?
 - Does he/she understand the wages, tasks, position/ job title for the career he/she is seeking?
- Dependability/reliability: Does the Veteran:
 - Keep appointments?
 - Arrive in a timely manner?
 - Maintain lines of communication?
 - Prepare for appointments?
 - Display proactive behavior?
- Ability to get along well and work with others:
 - Does the Veteran have appropriate work and personal references?
 - Does the Veteran have any negative behavioral or anger management issues?

What types of criminal convictions can be barriers to employment?

- Registered sex offender Internet crimes (child pornography, identity theft, etc.)
- Driving Under the Influence/ Driving While Intoxicated (DUI/DWI)
- Felonies
- Certain misdemeanors can include:
 - Contributing to the delinquency of a minor
 - Drunk in public
 - Domestic violence
 - Discharge of a firearm

(Know that you need to determine the status of a Veteran's probation/parole.)

Are there any occupations from which the Veteran may be barred due to legal history?

When seeking employment in some fields, certain crimes may be potential barriers to employment. These crimes may include, but are not limited to:

- Financial crime: The Veteran may not be able to work in financial industry.
- Sex offender: The Veteran may not be able to work in child protective services, many educational environments, etc.
- Drug charge: The Veteran may not be able to work in medical fields.
- Gun charge: The Veteran may not be able to work in law enforcement/security.

Review Health and Environmental Issues

Is the Veteran's current health a barrier to employment?

Is the Veteran currently medically and psychologically stable?

- Pending medical interventions (pending surgeries, substance abuse treatment, psychological interventions, medication management, pain management)
- Unmet/untreated health needs (dental, vision, medical, mental health)

Are there environmental barriers that would interfere with employment?

- Mobility issues
- Need for workplace or home accommodation
- Ramp, grab bars, roll-in shower, etc.
- Need for assistive devices

Review Geographic and Transportation Issues

Are there geographic barriers to employment?

- Inability/unwillingness to relocate
- Unreasonable commuting distance
- Lack of viable local labor market: urban vs. rural

Are there transportation barriers to employment?

- Access/availability: Does the Veteran have a mode of transportation (personal/public) to get to work?
- Reliability: Is the transportation reliable?
- Cognitive/physical impairments: Does the Veteran need assistance to get to and from work?
- Does the Veteran need travel training?
- Environmental barriers: Is the mode of transportation and/or route accessible?
- Medications: Does medication affect the Veteran's ability to travel to and from work?

Review Family Care and Habitation Issues

- Does the Veteran need a flexible work schedule or particular work hours/days in order to care for elder, child, or spouse?
- Is habitation a barrier to employment?
- Homeless
- Domiciliary
- Transitional/ halfway housing

Review Financial Issues

- **Are financial issues a barrier to employment?**
 - Social Security and/or retirement benefits
 - Change in compensation benefit rate
 - Cost/expense of travel
 - Cost/expense of attire
 - Credit history
 - Credit worthiness
- **What is the status of the Veteran's benefits?**
 - VA Disability Claim
 - Social Security (SSDI, SSI)
 - Workers compensation
 - VA pension

Assess Job Seeking and Interview Skills

- Does the Veteran know how to identify potential employers and employment resources?
- Does the Veteran have effective interview skills?
- How does the Veteran prepare for a performance-based interview?

Ensure the Veteran knows how to:

- Identify the Hidden Job Market (HJM). The HJM is a system through which employees, trusted associates, or recruiters can make referrals, or the job candidate may contact the employer directly – even though a job announcement has not been made.
- Use various medium to access employment opportunities (internet, trade journals, newspapers, company bulletin boards, school career centers, job fairs, etc.).
- Utilize VR&E's employment website, [VetSuccess](#).
- Utilize other employment-related internet resources.
- Access services available through Department of Labor's Veterans' Employment & Training Service (DOL-VETS), Disabled Veterans' Outreach Program (DVOP), and Local Veterans Employment Representative (LVER) Program.
- Identify related occupational titles, suitable related employment/employers.
- Find and use the preferred application method for particular career fields.

Does the Veteran have effective interviewing skills?

The following tables list critical skills vital for the effectiveness of the Veteran's interview.

Presentation Skills

Nonverbal	Verbal
<p>Does the Veteran do the following:</p> <ul style="list-style-type: none"> ▪ Smile? ▪ Nod when appropriate? 	<p>Does the Veteran do the following:</p> <ul style="list-style-type: none"> ▪ Use appropriate tone of voice?

<ul style="list-style-type: none"> ▪ Make eye contact? ▪ Shake hands firmly? ▪ Display appropriate posture (i.e. relaxed and not slouched)? ▪ Present an air of confidence? 	<ul style="list-style-type: none"> ▪ Use proper grammar? ▪ Speak clearly?
---	---

Communication Skills

Oral	Written
Has the Veteran developed skill-based/performance-based responses to interview questions?	Can the Veteran fill out an application?
Can the Veteran qualify his/her work experience in terms the potential employer can understand?	Can the Veteran complete a federal application, including rating factors/Knowledge, Skills, and Abilities (KSAs)?
Does the Veteran know how to give answers that concisely answer the interviewer's question?	Can the Veteran provide a concise written sample in a short time?
Does the Veteran know if or when to disclose information about his/her disability?	Does the Veteran know how to write a thank you note?
Can the Veteran adequately articulate potential problems and accommodation needs?	
Does the Veteran know how to ask questions as well as respond to questions?	
Does the Veteran know how to negotiate salary?	
Does the Veteran know how to summarize/ask for the job?	
Does the Veteran know how to ask for follow-up?	

How does the Veteran prepare for a performance-based interview?

Performance-Based Interviewing (PBI), also known as competency-based or behavioral interviewing, is a selection process that incorporates interviewing techniques and interview design with criteria essential to high performance in a job.

Because the past is often a reliable predictor of the future, PBI focuses on detailed accounts of critical incidents from the candidate's life, careers, and employment together with information specific to the technical and performance skills required.

As the interviewee recounts specific experiences, for example how he/she dealt with an irate

customer, the interviewer compares this Veteran's response to the expectations of the specific job. Through this method, the interviewer gains an accurate sense of the interviewee's skill, ability, and knowledge.

Provide Job Seeking Skills

Does the Veteran have a formal job search plan?

- A formal job search plan is a targeted job search for a specific goal that includes:
 - Identification of specific employers and/or positions
- Application to specific employers and/or positions
- Tracking of job search efforts, including maintaining job logs with information about employers, contact person, position applied for, key skills needed.
- Follow-up activities (appropriate contact with employers such as thank you notes, etc.)

Does the Veteran require any additional services to be competitive in the job market?

- Accommodations, such as assistive technology or home modifications
- Tools of the trade
- Supplies
- Education
 - Degrees
 - Selected courses
 - Certifications
 - Licensure

Recommendation

A timely report is necessary to ensure that Chapter 31 participants receive all available employment services. Needs that are identified during employment services must be documented and communicated to VR&E Vocational Rehabilitation Counselors as quickly as possible.

Signature/credentials of Rehabilitation Counselor

JOB READINESS AND JOB PLACEMENT SERVICES

C-2 Stage 2: Job Readiness and Job Placement Services: The Contractor shall meet individually with the Veteran to provide individualized job readiness services within 14 calendar days after Contractor's receipt of the referral for job readiness services and continue to provide case-specific services throughout the job search phase. The following job readiness services may be required by the Contractor to assist the Veteran in preparing for the job search phase of his or her program, with the specific job readiness program tailored to each individual Veteran's needs:

Job Readiness Services: The Contractor shall provide direct services necessary to assist the Veteran with job readiness, in accordance with the Veteran's rehabilitation plan. Services include:

- Training in interview skills, including mock interviews and feedback, and scheduling of employer information interviews and feedback;
- Résumé preparation services and assistance in preparing example “template” job applications, cover letters, and follow-up letters;
- Provide training and assistance to the Veteran to understand local labor market to make an informed vocational choice. This includes salary and benefit information, and job education/experience requirements;
- Provide training to the Veterans on how to identify suitable job openings, and how to schedule interviews; and
- Provide training on disability awareness, for appropriate disclosure of disability information, including how to effectively self-advocate for reasonable accommodations, services, and equipment.

Job Placement Services: The Contractor shall provide direct services necessary to assist the Veteran in entering suitable employment, in accordance with the Veteran’s rehabilitation plan. Services include:

- Scheduling job interviews, providing job leads, and follow-up services with employers to facilitate hiring actions and successful job placement;
- When necessary, accompany Veterans on job interviews, assist with the identification of required job accommodations;
- Make recommendations to VR&E for supplies or services specifically required for the Veteran to secure and maintain suitable employment.
- The Contractor will meet face-to-face with Veterans being provided job placement assistance at least once during each 30 day period or more frequently if the Veteran’s situation dictates; the Contractor shall provide at least five documented and viable job leads (unless fewer are approved by VA and thus noted on referral form) and follow-up each week; and corresponding reports that document job placement activity of both the Contractor and Veteran, to be received at VA by the 15th and 30th of each month (15th and 28th in February).

The average number of hours per month for Job Readiness Development and Job Placement Services is eight (8).

Narrative Format (shall include, but is not limited to)

Contractor company name/address/phone:

Referral Source:

Client:

VA File (Last 4):

Address:

Dates Seen:

Counselor:

Job Readiness Development shall describe services provided to address barriers/challenges identified in the job readiness assessment, including (see job readiness assessment):

- **Résumé**
- **Local Labor Market Relative to the Veteran's Skill**
- **Veteran's Job Ready Factors**
- **Job Seeking and Interview Skills**

Direct Services necessary to assist the Veteran in entering suitable employment, in accordance with the Veteran's rehabilitation plan. Services include:

- Scheduling job interviews, providing job leads, and follow-up services with employers to facilitate hiring actions and successful job placement;
- When necessary, accompany Veterans on job interviews, assist with the identification of required job accommodations;
- Develop viable job leads through direct actions such as cold-calling;
- Job placement follow-up services to ensure a smooth transition into the job market; as necessary, provide more extensive follow-up prior to declaration of "rehab-ready" to ensure stability on the job;
- Make recommendations to VR&E for supplies or services specifically required for the Veteran to secure and maintain suitable employment;
- The Contractor will provide at least five documented and viable job leads (unless fewer are approved by VA and thus noted on referral form) and follow-up each week; and corresponding reports that document job placement activity of both the contractor and Veteran, to be received at VA by the 15th and 30th of each month (15th and 28th in February).

Recommendation

Recommendations should include actions needed for further services based on adjustment and job placement services provided during each 15 day period. Contractor will also include an assessment of each 30-day period of job search or employment adjustment and a recommendation to VR&E for payment of the Employment Adjustment Allowance (EAA) after the first and second 30-day period.

A timely report is necessary to ensure that Veteran receives all appropriate employment services. Needs that are identified during employment services must be documented and communicated to VR&E Vocational Rehabilitation Counselors as quickly as possible to ensure that EAA payments are approved on schedule and employer incentives are applied, such as Work Opportunities Tax Credit.

The report should include any specific recommendations for additional VA services and/or VA follow-up that will support the Veteran obtaining or sustaining suitable employment (i.e., tools, equipment, specific licensure or certification, uniforms, employer adjustment allowance, personal follow-up, support services referrals), as well as recommendations regarding file closure with a declaration of rehabilitated after 60 days of continual employment without the need for further assistance or intervention.

Signature/credentials of Rehabilitation Counselor

Service Group D: Educational and Vocational Counseling

EDUCATIONAL AND VOCATIONAL COUNSELING

D-2: Educational and Vocational Career Counseling: The Contractor shall secure the referral information and authorization from the VA for educational and vocational counseling services. Within seven calendar days after securing the referral for educational and vocational counseling services, the Contractor shall complete the individual counseling session with the servicemember or Veteran. A complete report shall be submitted by the Contractor to the VA within seven calendar days of the Ed/Voc counseling session. Career counseling services include: A one-time counseling session to review academic, medical, financial, or other barriers interfering with progress in educational program; coordination of necessary referrals.

The Contractor shall deliver a report of contact within seven days after the completed Educational and Vocational counseling service. If the deliverable date cannot be met, the Contractor shall contact the VA Counselor prior to that deadline to request an extension. If additional counseling sessions are needed, the Contractor shall staff the needs with the VA as expeditiously as possible to ensure prompt service provision.

Narrative Format (shall include, but is not limited to)

- Contractor company name/address/phone
- Referral Source
- Client:
- VA File (Last 4):
- Address:
- Case Number:
- Dates Seen:
- Separation Date:
- Enlistment Date:
- Counselor:

Eligibility Data

This section’s content includes eligibility information related to the Servicemember, Veteran, or Beneficiary – e.g., Chapter 30 Montgomery GI Bill; Chapter 32 Veterans Educational Assistance Program; Chapter 33 Post 9/11 GI Bill; National Guard or Reserve – Chapters 1606 or 1607; Chapter 18 Spina Bifida; Chapter 35 Dependents’ Educational Assistance Program.

- Date Veterans Administration Form 28-8832 was received, type of Education program, and referral source
- Education program to which the Servicemember, Veteran or Beneficiary is entitled to
- Information provided to the Servicemember, Veteran or Beneficiary to explain use of the Education program

Veteran's/Dependent's History

This section's content includes background information related to the Servicemember, Veteran, or Beneficiary, such as developmental years, family, school (to include performance, educational support, and grade level completed, etc.), employment, skill development, etc.

- Place of birth – home of residence (if relocating)
- School – name/location/dates – curriculum, math/science – preparation for college or technical school, best/worst subjects, etc.
- Married/single/children/other dependents
- Employment – civilian – job title, employer (if recalled), dates, work tasks, performance
- Military training and occupation – DD Form 2295 – Verification of Military Experience and Training, AARTS, CCAF and/or any other record of military training and work experience that may transfer to civilian skills
- Branch of service and rank, length of service, separation date
- Where Servicemember or Veteran attended Transition Assistance Program/Disabled Transition Assistance Program briefing
- Experience with: Supervision, travel (i.e., military service overseas), adjustment to work assignments and performance
- College attendance – name/location, type of school, curriculum, GPA, degree awarded
- Finance – support needs, separation bonus or other separation benefits, ability to fund school

Narrative – Capture the individual's subjective description of background information, accomplishments, transferable skills, readiness to proceed toward educational and/or employment pursuits.

Disability Conditions

This section's content includes any history of injury/illness that may have occurred as the result of the individual's military service. If the counselee is a Servicemember, ascertain whether Service Treatment Records, Military Evaluation Board, Physical Evaluation Board, or any other medical records are available. If the counselee is a Veteran, ascertain whether a VA Rating Decision has been issued for a claim for service-connected disability. If the counselee is a Beneficiary, ascertain whether s/he experiences a disability condition that may influence educational/career choices.

Narrative – Capture the individual's subjective description of disability issues and obtain specific location information of service medical records or VA claims location.

Obtain location of school records (for beneficiaries) if s/he was diagnosed with learning issues while in primary or secondary school. Identify potential need for learning supports.

Assessment of Interests, Aptitudes, and Abilities

This section will identify the assessment instruments used, state the results and provide impressions of the client's basic interests, aptitudes and abilities. Assessment results will be used during the educational/vocational planning process, so the need for remediation or basic skills and the possibility of a learning disability should also be discussed, if identified.

Testing Instrument Used – list each instrument separately

- Enclose a copy of all administered tests
- Explain the purpose of each test
- Explain the results of each test as they relate to the Veteran's stated interests, aptitudes and functional limitations
- Explain the vocational significance of each test result, to include any recommendations for remediation or basic skills.

Vocational Exploration

This section's content includes identification of transferable work skills and a comparison of those skills with current labor market information. NOTE: Obtain the Servicemember's or Veteran's home/relocation plans and select appropriate labor market. Identify primary and secondary employment choices and assess the individual's current competitiveness for employment. Identify appropriate training programs at schools or On-Job-Training or apprenticeship settings where the individual can build his/her competitive skills. Identify Veteran employment and training support resources in the local or relocation community.

- List the assessment instruments and labor market resources used in the selection of schools and/or employment objectives:
 - "The Occupational Outlook Handbook" (OOH),
 - "The Dictionary of Occupational Titles" – or O*NET
 - Employer websites
 - Professional organization websites
 - School websites

Synthesis of Educational/Vocational Counseling

This section's content should include a summary of the individual's background, vocational preparation, transferable skills, employment choice, school/training choice, educational program, support system, and support needs. A description of job goals and steps to accomplish the goals must also be detailed. A narrative explanation of test/assessment results that support the educational/employment choices should be included, along with recommendations for additional resources (i.e., Financial Aid, Department of Labor Veterans Employment and Training Service, State Vocational Rehabilitation, etc.).

Vocational Needs and Suggested Services

- Educational program – i.e., classroom (2-year, 4-year), OJT, apprenticeship, etc.

- Financial resources needed – location of school Financial Aid Office, Free Application for Federal Student Aid, other financial aid resources
- Name/location and point of contact for the Department of Veterans Affairs for more information about the individual's VA education benefits
- Name/location and point of contact for career services (campus, Department of Labor Veterans Employment and Training Service)
- Name/location and point of contact for State Vocational Rehabilitation services, if applicable
- Identify potential resources for future employment -
- Request evaluation of potential transfer credit (use DD Form 2295, AARTS, CCAF transcripts)
- Identify and/or make referral to local Department of Veterans Affairs for service-connected disability claim, if applicable
- Incorporate fullest use of www.vetsuccess.gov for training, employment, community, and rehabilitation resources

Follow-up actions, if applicable:

- Questions that require Vocational Rehabilitation & Employment Division employee response
- Questions that require Department of Veterans Affairs response
- Referrals to other agencies
- Name, address, telephone, e-mail, and web address for follow-up questions/discussion

Signature and credentials of Contract Counselor providing services

Service Group E: Discrete Services

INDEPENDENT LIVING ASSESSMENT

E-1 Independent Living Assessment: This flat-rate package is for an in-home assessment of an individual's ability to care for themselves on a daily basis and live independently at home and in the community. The initial appointment will take place within 10 calendar days of referral and the final report will be submitted within 30 days of referral. The report will correspond with requirements in M28. The average number of hours to complete an Independent Living assessment is four (4) hours.

Suggested Narrative Format (may include, but not limited to)

Contractor company name/address/phone:
Referral Source:
Veteran Name:
VA File (Last 4):
Name of Evaluator:
Date of Assessment:
Potential IL Goal:
Location of Assessment:

(Overview) The philosophical framework provides the principles that direct the scope and practice for developing independent living (IL) plans. The philosophical framework is composed of the following nine principles.

- Enhance participation in activities of daily living (ADL)
- Assist the Veteran in participating to the maximum extent possible and desirable in family and community life
- Provide the most effective services and assistive technology based on sound research evidence
- Provide required holistic evaluation and services for all Veterans who qualify
- Develop rehabilitation plans that provide services to address identified independent living needs
- Consider the Veteran's expressed interests and desires, but provide services based on objectively identified needs
- Establish goals and measure/verify outcomes
- Provide services that produce a sustaining influence that continues after rehabilitation services are completed, and
- Explore the possibility of paid or volunteer employment, when feasible.

The Independent Living (IL) assessment is intended to obtain a general overview of a Veteran's independent living situation. It is designed to review arrangements that may complement or cause potential barriers to living independently, and once these issues are addressed, where feasible, increase the potentiality of obtaining or maintaining employment. Answer each question with a narrative description to include strengths, weaknesses, and issues. Yes/No

responses to the questions are not an acceptable assessment. Assessing the Veteran in their current living environment is required unless waived by the VA Counselor.

The following questions and descriptions are meant to be an example of the type of information that should be assessed. The assessment narrative must address all pertinent observations from the assessment.

Mobility – refers to the capability of moving efficiently from place to place

Can the Veteran move safely around their home and community?

- Is there safe ingress and egress in the Veteran's home?
- Are there barriers to mobility within the Veteran's home?
- What distance is the Veteran capable of walking in varied weather conditions?
- Are there any physical barriers and/or disability ramifications that impact the Veteran's ability to independently move from place to place?
- What mobility aids does the Veteran currently use or may be needed?
- Is the Veteran willing to use the above?

Does the Veteran have means for transportation in order to meet their needs?

- Does the Veteran live close to or have access to public transportation?
- Are there any restrictions to the public transportation for the Veteran, i.e. para-transit eligibility, etc.?
- Does the Veteran have friends, family or support services to provide reliable transportation when needed?

Communication – refers to accurate and efficient transmission and/or reception of information, either verbally (spoken or written) or non-verbally.

Does the Veteran have access to a telephone?

- Does the Veteran have appropriate phone numbers to use in case of an emergency?
- Does the Veteran know how to use the telephone?
- Are there any disability ramifications that make use of a telephone difficult or impossible?

Does the Veteran's housing situation facilitate or interfere with improved independence?

- The housing situation such as owning, renting, subsidized, house, or apartment, and the physical layout of the home?
- If the Veteran is receiving subsidized housing, are they complying with the requirements?
- Are there other people living with the Veteran such as a spouse, children, grandchildren, or roommates?
- Do other members of the Veteran's household contribute to or diminish the Veteran's independence?
- Could other people who are not living with the Veteran cause potential problems as the Veteran works to improve their independence?
- Are there environmental factors in the Veteran's housing situation that are detrimental (noisy area, unsafe area, etc.)?

Does the Veteran have children? If yes, are daycare and backup daycare arrangements available?

- Does the Veteran have children or other dependents in the family unit they take responsibility for?
- Is there someone else at the home to provide daycare services? If yes, are they reliable?
- Does the Veteran have a daycare provider? If yes, are they reliable?
- Does the Veteran have a backup daycare provider?
- Does the Veteran have a plan for the children in the event of a medical emergency?

Self Care – refers to the skills necessary to fulfill basic needs such as they relate to health, safety, food preparation and nutrition, hygiene and grooming, and money management.

Does the Veteran have the means and ability to adequately and appropriately meet their nutritional needs?

- Can the Veteran safely and independently prepare meals and snacks?
- If not, does the Veteran have someone who can assist them?
- Does the Veteran (or the Veteran's meal preparer/provider) understand and adhere to any special dietary considerations the Veteran may have?
- Can the Veteran shop independently or are other arrangements in place to ensure that food is available?
- Does the Veteran appropriately store food and recognize spoiled food so that they do not get sick?
- Do financial considerations interfere with the Veteran's ability to maintain a healthy diet?

Does the Veteran need help or training in other areas to improve their independence?

- Does the Veteran demonstrate appropriate hygiene patterns?
- Does the Veteran remember to take their medication on a regular basis?
- Does the Veteran dress appropriately?
- Is the Veteran's disability so severe that they need someone to provide them with daily assistance in getting ready in the morning and/or during the day? Describe.

Does the Veteran have the ability to budget their finances?

- Does the Veteran maintain a checking account?
- Does the Veteran have a history of balancing their budget and managing their income?
- Does the Veteran have enough income to meet basic needs?
- Is the Veteran receiving all appropriate VA and non-VA benefits (SSDI, SSI, VA disability, Worker's Compensation, etc.)?
- Is the Veteran competent to handle VA funds?
- Does the Veteran provide support for other family or non-family members?
- Does the Veteran have support services to help them maintain their budget?

Self-Direction – describes the capacity to organize structure and manage activities in a manner that best serves the objectives of the Veteran. Adequate self-direction requires that a Veteran be able to plan, initiate and monitor behavior with respect to an identified outcome.

Does the Veteran have the means to adequately manage their income?

- Can or does the Veteran do direct deposit with their paycheck?
- How much are the Veteran's monthly living expenses?
- Is the Veteran keeping up with their bills?

- Does the Veteran have any major outstanding bills?
- Has the Veteran over extended their credit cards?
- Does the Veteran have any legal issues pending due to financial circumstances?
- Are there any outstanding judgments against the Veteran?
- Does the Veteran understand if they have SSI or SSDI, when they get their payment and how much it will be?
- Is the Veteran capable of reporting their wages to SSA?
- Does the Veteran have any current issues or overpayment payment problems from SSA?

Does the Veteran have difficulty waking up in the morning?

- Does the Veteran have an alarm clock?
- Does the Veteran have a history of over sleeping and missing appointments?
- Is the Veteran taking any medications that cause problems related to waking up, maintaining alertness, or motivation?
- Does the Veteran feel they are a morning or evening person?
- What time of day does the Veteran usually wake up?
- How long does it take the Veteran to get ready in the morning?

Interpersonal Skills – the ability of the Veteran to interact in a socially acceptable and mature manner with family members, service providers, neighbors, medical providers and others encountered in routine interactions in the community.

Does the Veteran tend to consume alcohol and/or use illegal substances?

- Has the Veteran ever experienced issues with addiction or overuse of alcohol?
- Are the above currently issues in the Veteran's life? If so, does the Veteran participate in therapy or a sobriety support program?
- Does the Veteran have any anger management issues or other patterns of inappropriate interpersonal behavior that interfere with forming or maintaining healthy relationships?

Are there any cultural, religious or extended family considerations?

- Does the Veteran have any cultural, religious or extended family that might impose on the Veteran's current living situation? This could include issues with childcare arrangements, brothers, sisters or parents.
- Are there any issues related to the people named above that could cause issues for the Veteran?
- Does the Veteran attend cultural or religious events on a regular basis?
- Do cultural, religious, or extended family considerations impact the Veteran's ability to appropriately interact with other individuals or groups?

Productive Activities - the ability to perform activities which contribute to family and/or the community, through the performance of tasks that produce goods and services, whether paid or not.

- Does the Veteran have adequate time management skills to complete all tasks related to engagement in an appropriate productive activity?
- Does the Veteran have any hobbies or participate in any recreational activities?
- How much time does the Veteran spend in these activities per day/week/month?
- Does the Veteran interact with others while performing or participating in these activities?

- Does the Veteran have regular sports or social events that they participate in?

Future Goals – what the Veteran hopes or envisions for their life in the short and/or long term

- What does the Veteran express as their highest priority?
- Where is employment in their list of priorities?
- Is it the Veteran’s goal to live more independently?
- What does “living more independently” specifically mean for this Veteran?
- Specify potential goals and how those may be achieved, including resources needed and timeframes.

Summary:

Independent Living Issues that could jeopardize or be barriers to a potential future employment goal?

Independent Living Strengths that would complement potential employment?

Observations/IL Needs/Potential Resources:

Signature/credentials of evaluator

**D.4 ATTACHMENT D Quality Assurance Forms
Quality Assurance Review of Reports and Other Pertinent Data Submitted by Contractors**

The attached pages outline the fundamental quality standards for deliverables in each service group. VA Counselors will utilize these documents as quality review instruments to ensure reports and forms submitted by Contract Counselors are in compliance with contract requirements and to assess the quality of overall deliverables.

When reports are received by VA Counselors, they will review all documents to determine adequacy and sufficiency. If submissions are acceptable, Contract Counselors will be instructed to submit invoices for services rendered. If reports and other documents are deficient, the VA Counselor will inform the Contract Counselor of areas requiring improvement or modification based on requirements of the quality assurance protocol documents. When corrected documents are received and approved, VA Counselors will instruct Contractors to submit invoices due to the acceptance of deliverables through written communication per the QA form. The feedback mechanism for acceptance or rejection of the deliverable, as well as additional work needed to complete deliverables, is the quality assurance instrument.

The Quality Assurance Review Reports will also be incorporated into the Quality Assurance Surveillance Plan (QASP).

Service Group A – Initial Assessment		Veterans Name _____		Referral # _____	
Quality of Services – Contractor:		YES	NO	N/A	
Comprehensive and well-explained counseling narrative.					
Comprehensive vocational evaluation of the extent and effects of the Veteran’s SCDs and NSCDs, as evidenced in the Veteran’s work history, education, training, medical records, family and community adjustment, to identify the Veteran’s rehabilitation needs.					
Effective use of vocational/psychological tests to identify the Veteran’s interests, aptitudes, and abilities.					
Transferable Skills Analysis was provided that identified the Veteran’s skills and worker traits through analysis of work history, both civilian and military, and other experiences, which may be used in performing other occupations.					
Vocational exploration activities and labor market information were sufficiently evaluated and documented.					
Evaluation and Planning Worksheets appropriately completed:					
	Feasibility Worksheet (VAF 28-0801)				
	Assessment of Abilities, Aptitudes, and Interests Worksheet (VAF 28-0798)				
	Vocational Exploration Worksheet (VAF 28-0802)				
	Rehabilitation Needs Inventory (VAF 28-1902w)				
	Privacy Statement (VAF 28-1902w)				
	Program Orientation (VAF 28-0800)				
Justification of any “NO” responses above:					
Corrective Action Needed:					
Timeliness of Performance					
Contact made within specified timeframes					
Reports delivered within specified timeframes					
Overall Rating of Work:		1	2	3	4
		Poor	Fair	Good	Above Average
					5
					Excellent
	Quality of Services				
	Timeliness of Performance				
Deliverable Accepted – Proceed to Invoice Yes ____ No ____				Date	
Reviewer’s Signature				Date	

Service Group B – Case Management		Veterans Name		Referral #	
Quality of Services - Contractor:		YES	NO	N/A	
The required frequency and level of supervision was maintained with the Veteran.					
Appointments with the Veteran were well-documented and reflect provision of appropriate and substantive services to address the Veteran’s needs and facilitate progress as outlined in the rehabilitation plan.					
Appropriate coordination with VA staff to address the Veteran’s needs and to arrange for provision of additional services.					
Progress reports address the Veteran’s scholastic achievement to potentially succeed in his/her vocational goal.					
Progress reports address how services provided facilitate an increase in the Veteran’s independence in daily living as outlined in the rehabilitation plan.					
Evidence of the Veteran’s progress is appropriately documented (grades, transcripts, diploma, certificates, attendance in training, medical records).					
Evidence of annual review to monitor and/or amend the plan according to the Veteran’s identified needs.					
Justification of any “NO” responses above:					
Corrective Action Needed:					
Timeliness of Performance					
Contact made within specified timeframes					
Reports delivered within specified timeframes					
Overall Rating of Work:		1	2	3	4
		Poor	Fair	Good	Above Average
					5
					Excellent
	Quality of Services				
	Timeliness of Performance				
Deliverable Accepted – Proceed to Invoice Yes _____ No _____				Date	
Reviewer’s Signature				Date	

Service Group C – Employment Services		Veterans Name		Referral #		
Quality of Services – Contractor:		YES	NO	N/A		
Appointments with the Veteran were well-documented and reflect provision of appropriate and substantive services to address the Veteran’s needs and facilitate progress as outlined in the rehabilitation plan.						
Job readiness assessment was comprehensive, accurate, and well-documented.						
Services were provided to facilitate Veteran’s job readiness, to include resume development and interview skills.						
A professional level of job development and placement services were provided, as appropriate to the Veteran’s vocational goal and individualized needs.						
Progress reports address the Veteran’s level of participation in job search, suitability of employment, or Veteran’s adjustment to employment.						
Contractor maintained monthly contact with Veteran throughout the period of employment services and, if contact was not established, appropriate justification is documented.						
Appropriate coordination with VA staff to address the Veteran’s needs and to arrange for provision of additional services.						
Justification of any “NO” responses above:						
Corrective Action Needed:						
Timeliness of Performance						
Contact made within specified timeframes						
Reports delivered within specified timeframes						
Overall Rating of Work:		1 Poor	2 Fair	3 Good	4 Above Average	5 Excellent
	Quality of Services					
	Timeliness of Performance					
Referral Date: _____ Placement Date: _____						
Was the Veteran placed in suitable employment, as defined in CFR 21.283, within 60 days of referral date? Yes _____ No _____ N/A (only N/A if the referral does not include job placement)						
Deliverable Accepted – Proceed to Invoice Yes _____ No _____				Date		
Reviewer’s Signature				Date		

Service Group D – Educational and Vocational Counseling					
Veterans Name		Referral #			
Quality of Services – Contractor:		YES	NO	N/A	
Comprehensive vocational evaluation of the Veteran’s work history, education, training, medical history, family and community adjustment.					
Effective use of vocational/psychological tests to identify the Veteran’s interests, aptitudes, and abilities.					
Transferable Skills Analysis was provided that identified the Veteran’s skills and worker traits through analysis of his or her prior work history, both civilian and military, and other experiences, that may be used in performing other occupations.					
Vocational exploration activities and labor market information were sufficiently evaluated and documented.					
Counseling report reflects recommendations and career guidance appropriate to the results of the vocational evaluation.					
Justification of any “NO” responses above:					
Corrective Action Needed:					
Timeliness of Performance					
Contact made within specified timeframes					
Reports delivered within specified timeframes					
Overall Rating of Work:		1	2	3	4
		Poor	Fair	Good	Above Average
					5
					Excellent
Quality of Services					
Timeliness of Performance					
Deliverable Accepted – Proceed to Invoice Yes ___ No ___				Date	
Reviewer’s Signature				Date	

Service Group E – Discrete Services		Veterans Name		Referral #		
Quality of Services – Contractor:				YES	NO	N/A
Services provided were consistent with the terms and expectations of the contract.						
Evidence of a counseling relationship between the Contractor and the Veteran in addressing the Veteran’s needs and facilitating the provision of services.						
Appointments with the Veteran were well-documented and reflect provision of appropriate and substantive services in accordance with the terms of the contract.						
Justification of any “NO” responses above:						
Corrective Action Needed:						
Timeliness of Performance						
Contact made within specified timeframes						
Reports delivered within specified timeframes						
Overall Rating of Work:				1	2	3
				Poor	Fair	Good
						4
						Above Average
						5
						Excellent
Quality of Services						
Timeliness of Performance						
Deliverable Accepted – Proceed to Invoice Yes _____ No _____				Date		
Reviewer’s Signature				Date		

D.5 ATTACHMENT E

RESERVED

D.6 ATTACHMENT F Pre-Award Certification & Site Survey

Part A, Existing Site Location to be completed if Offeror has a(n) existing site location(s) or complete **Part B**, Proposed Site Location Plan if award site survey will be submitted 30 days after award in accordance with Section B.2.IV.K found in the RFQ. All Offerors must complete **Part C**, Site Certification.

Part A – Existing Site Location

Offerors must complete one Existing Site Location Survey for each proposed location.

Proposed Office Address (Must be a physical address, not a mailing address):

Ex: 810 Vermont Ave, NW, Washington, DC 20420

Matched Required Location [from Attachment P; within 25-50 miles of above address]. Utilizing the “Directions” feature of www.mapquest.com, **attach the MapQuest printout of the existing physical location(s) verifying a 50 mile proximity to each of the required locations, as identified in Attachment P, for each proposed RO.**

Ex: Department of Veterans Affairs VR&E Washington Regional Office, 1722 I Street, NW, Washington, DC 20421 (see attached printout from MapQuest for verification of mileage)

Question	Ye s	No
1. Does contractor’s site meet requirements for accessibility mandated by the American with Disabilities Act of 1990, PWS Section IV, D-4?	<input type="checkbox"/>	<input type="checkbox"/>
2. Is contractor location available to provide service within major population no more than 50 miles one way, PWS SECTION IV, D-4?	<input type="checkbox"/>	<input type="checkbox"/>
3. Does contractor location provide private professional office space, PWS, Section IV,D-4?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is contractor’s site accessible to public transportation (if available), PWS Section IV, D-4?	<input type="checkbox"/>	<input type="checkbox"/>
5. Does contractor have more than one business location, if so have you completed a separate form for each location?	<input type="checkbox"/>	<input type="checkbox"/>
6. Are contractor’s business hours posted, PWS Section IV, D-4?	<input type="checkbox"/>	<input type="checkbox"/>

Part B – Proposed Site Location Plan

Provide a plan for obtaining facilities in the space below:

Part C – Contractor Certification

Contractor certifies that they understand the following:

- Existing or proposed sites shall be in accordance with all requirements found in RFQ Section B.2.D.2 and 3.
- The Government shall conduct a Post-Award Site Survey within 45 days of contract award. The Offeror will be notified within 45 days of contract award if sites do not meet the minimum requirements of the solicitation. Otherwise, facilities shall not be replaced or substituted for the first 180 days (or other date specified in the Task Orders) after Task Order award without written approval from the Government.
- Government reserves the right to terminate any contract award that is not in compliance with the solicitation requirements.

I hereby certify that the information above is true and accurate to the best of my knowledge.

Signed: _____

Print Name and Title: _____

Date: _____

D.7 ATTACHMENT G VA Form 3542 Voucher for Mileage Allowance



AUTHORIZATION TO REPORT - VOUCHER FOR MILEAGE ALLOWANCE

AUTHORIZATION TO REPORT		1. DATE ISSUED «CurrentDate»
2. NAME, VA FILE NO., AND ADDRESS OF VETERAN NO.: «ClaimPayee» «FullName» «ResidentAddress»		3. REPORT TO «DestAddress»
NOTE: Please see reverse for instructions.		4. REASON FOR REPORTING «ReasonReporting»
		5. NAME AND ADDRESS OF ISSUING OFFICE «ROAddress»

6. WHEN TO REPORT
«WhenToReport»

7. REMARKS (Show "type" of travel authorized, serial No(s) of Government request form(s), ticket(s), etc.)

8. TRAVEL AT GOVERNMENT EXPENSE <input checked="" type="checkbox"/> IS AUTHORIZED <input type="checkbox"/> IS NOT AUTHORIZED	9. AUTHORIZATION PERIOD
---	-------------------------

10. AUTHORIZATION MILEAGE RATE «MileageRate»	11. MAXIMUM MEAL AND LODGING RATE «MaxRate»	12. ESTIMATED COST OF TRAVEL
---	--	------------------------------

13. AUTHORITY CFR 21.376	14. FISCAL SYMBOLS 36x0137-3546	15. SIGNATURE OF AUTHORIZING OFFICIAL
-----------------------------	------------------------------------	---------------------------------------

VOUCHER FOR MILEAGE ALLOWANCE	SUBVOUCHER NO.
-------------------------------	----------------

CLAIM FOR REIMBURSEMENT OF TRAVEL EXPENSES - MILEAGE ALLOWANCE BASIS

FROM «From»	MILES TRAVELED (Round trip)	AMOUNT CLAIMED AT AUTHORIZED MILEAGE RATE	FERRY, BRIDGE, ROAD, TUNNEL AND MEAL OR LODGING COSTS	TOTAL AMOUNT CLAIMED
TO «To»	«MileTravelled»	«MileageAmount»	«MLOAmount»	«TotalAmount»

I have not obtained meals, lodgings, or transportation at Government expense or through the use of Government requests, tickets, or tokens; and have not used any Government-owned conveyance or incurred any expense which may be presented as charges against the Department of Veterans Affairs for transportation, meals, or lodgings in connection with my authorized travel. I understand that no part of the actual and direct expenses for transportation, meals and lodgings in connection with the uncompleted portion of my authorized travel is to be borne by the Department of Veterans Affairs, and I hereby claim mileage allowance, fares, and tolls in lieu of actual expenses for this trip as shown above. I certify that this claim is correct and just and that payment has not been received.

DATE	SIGNATURE OF VETERAN
------	----------------------

STATEMENT BY VA OFFICIAL OR DESIGNEE (or Fee Basis Physician or Dentist)

I CERTIFY that the veteran named herein reported to this office for the purpose authorized on the date(s) shown.	DATE(S) REPORTED	SIGNATURE AND TITLE
--	------------------	---------------------

AUDIT BLOCK

AMOUNT DUE \$	DATE	REMARKS
VOUCHER AUDITOR		

ACKNOWLEDGMENT OF RECEIPT OF CASH PAYMENT

I hereby acknowledge receipt in cash of the amount stated as due, in full payment of claim stated above.

DATE	SIGNATURE OF PAYEE
------	--------------------

PRIVACY ACT NOTICE: The information requested on this form is solicited under Chapter 1, Title 38, United States Code, and will enable us to send you another authorization to report if you have indicated in Section III that you cannot report as scheduled, or to reimburse you for your travel expenses if you are submitting this form as a claim for reimbursement. Disclosure is voluntary. However, if the information is not furnished, we cannot reschedule your appointment or reimburse you for travel. The information will be used in your best interest and may be disclosed outside the VA as permitted by law, or as stated in the "Notices of Systems of VA Records" which have been published in the Federal Register in accordance with the Privacy Act of 1974. Failure to furnish this information will have no adverse effect on any other benefit to which you may be entitled.

SECTION I - GENERAL INSTRUCTIONS TO VETERAN

- a. Present this authorization when reporting for the purpose indicated on the other side of the form.
- b. If you cannot report on the date(s) indicated, please show (in Section III) the reason why you cannot report and state the future date on which you can report. Return this form to this office and **DO NOT REPORT UNTIL YOU RECEIVE ANOTHER AUTHORIZATION.**
- c. If you have moved to a city or town other than the one shown, indicate (in Section III) your new address and whether it is permanent or temporary. Return this form to this office and **DO NOT REPORT UNTIL YOU RECEIVE ANOTHER AUTHORIZATION.**

**SECTION II - INSTRUCTIONS TO VETERAN WHEN AUTHORIZED TO TRAVEL AT GOVERNMENT EXPENSE
(See item 8 on other side of form)**

- a. If you are authorized to travel at Government expense, you may:
 - (1) Pay your own necessary expenses of travel. You will then be reimbursed at the public transportation rate, or if public transportation is not available, the current mileage rate (see item 10) for the total mileage (round trip) plus cost of ferry fares and bridge, road, and tunnel tolls. This allowance is in place of all your expenses of travel (including cost of meals and lodging); or
 - (2) Pay your own expenses of travel and be repaid for your actual and necessary expenses. Such payment may not exceed the current maximum rate (see item 11) for three meals and one night's lodging for and 24-hour period plus cost of round trip by public transportation. You must furnish receipts for sleeping accommodations and for each additional item for expense of \$5; or
 - (3) If you do not wish to use your own money, return this authorization to this office. State in Section III the mode of public transportation you wish to use, the name of the transportation company, and the town or junction point from which you will start your trip. We will then send you a Government transportation request which you may present to the ticket office in exchange for a ticket. We will also send you any necessary meal and lodging requests. These should be shown to the waiter or hotel clerk before you order a meal or register at a hotel. You should return any unused transportation, meal, or lodging requests to this office.
- b. Your claim for reimbursement of travel expenses must be received within 30 days after completion of your travel. Failure to claim reimbursement within 30 days will result in forfeiture of your travel benefits.

SECTION III - THIS SPACE IS FOR USE OF VETERAN IN COMMUNICATING WITH THE ISSUING VA OFFICE

		Service Group E – Discrete Services (Ch 18 or 31)	Total Cost		
	4147				
	4147				
	4147				
		Service Group E – Discrete Services (Ch 18 or 31)	Cost Per Hour		
	4147				
	4147				

This allows you to provide this person with the services in Item 7. As shown in the contract, VA needs these services to process a claim for vocational rehabilitation, education and training, or for vocational and educational counseling. This individual must report for counseling for you to claim payment for providing these services. VA referrals are limited to the number of persons for which VA has obligated funds. At any time before you begin to deliver services to this counselee, VA may stop this authorization by written notice if payment would exceed the legal limits for contract counseling. VA cannot pay for services you begin to provide after you receive written notice.

8. ALLOTMENT ACCOUNT SYMBOL		9. TITLE 38, U.S. CODE <i>(Check applicable box)</i> <input type="checkbox"/> CH 31 <input type="checkbox"/> CH 18 <input type="checkbox"/> CH 30, 32, 36, 106, 107 <input type="checkbox"/> CHAPTER 35	
10. OBLIGATION AMOUNT \$	11. DATE «CurrentDate»	12. SIGNATURE AND TITLE OF REFERRING VRC	
Regional Office	Submit Report to:	Period of Performance: _____ to _____	

D.9 ATTACHMENT I VA Contractor Supplemental Rules of Behavior

VRE Contractor Supplemental Rules of Behavior

(A separate form is required from Contractor and each staff member)

Name: _____

Location: _____

Company Name: _____

In addition to the reviewing and signing the **VA National Rules of Behavior** (Attached), the following supplemental guidelines are provided to you to read, acknowledge, and agree to the terms.

Environment

I will ensure that my work is not shared, discussed, or accessible by anyone not officially involved in the contract in the office, at home, or off-site.

I understand that I am only allowed to work on VR&E cases I have been assigned and not to work, view or otherwise handle cases involving individuals whom I know personally such as co-workers, friends, spouses, etc.

I agree to properly secure my notebook computer, working papers, notes, and case files in an “office” quality metal filing cabinet with a factory-installed push button key lock when not in use for more than short periods. I will always lock my office door when leaving the area where my computer and paperwork is located.

The computer must have a screen saver feature that activates after 10 minutes of inactivity. If I use a computer in place where others can view my work, I will use a privacy screen.

I understand that if I am working from a home-office type of environment my work area will be in a room with a locked door.

Computer Equipment

I agree not to use equipment that has not been properly prepared by my Prime Contractor and the computer has hard drive VA approved encryption software installed.

I agree to use the computer for this contract work only, and not for personal or recreation use. The computer will not be shared with anyone in the office or home at any time.

I understand that when I leave the contract, the computer hard drive will be destroyed (degaussed) or the computer will be recovered by the Prime Contractor and after a configuration checkup, reissued by the Prime Contractor to someone else authorized to work on the NAS contract. I am to contact the Prime Contractor for instructions regarding the disposition and safekeeping of the computer.

I understand that I am to run an approved data eraser program (three passes) on my computer before shipping my computer to the Prime Contractor or some other designated individual. I will ensure all information on my computer was printed and kept in the file cabinet for further disposition before erasing computer storage.

I agree to allow the Prime Contractor or VA Government official access to office / home / alternate worksite as required, during normal working hours, to ensure compliance with the terms of this contract and Rules of Behavior. The Government representative or Prime Contractor will provide the Contractor with a minimum of 24 hours notice.

I agree to keep a hard copy backup file of cases I sent to the VA in my file cabinet in case my computer fails. After a suitable period of time I will delete the files from my computer and dispose or return paper files following VA guidelines and/or instructions from the QAM.

I understand that contract paper files, working papers, notes, etc. will either be shredded using an approved "high-security" cross-cut shredder, or returned by secure mail to the VA or Prime Contractor. The terms of the contract specifies how long hard-copy files are to be kept on site.

I will not perform maintenance repairs, upgrades, or enhancements to my computer used on this contract without approval from the Prime Contractor.

Transportation of Computers or Files

I agree to avoid any unnecessary stops (i.e. grocery store, bank) when transporting computers, CER folders, or other VA sensitive data used on this contract from your work site to another location.

I agree not to transport the CER folders, papers, reports, etc. or other identifying documents, by vehicle, unless the folders are placed in a locked bag/locked brief case, stored where it cannot be seen, and no identifying information can be viewed from outside of the vehicle.

I understand that at no time will VA documents or computers leave my control. I will lock the bag/brief case prior to leaving the official work site and place the bag in the trunk of the vehicle (if available). The participant should minimize stops and travel as directly as possible to and from the official work site to the alternative work site

Bag Details: The bag can be a canvas bag with a lock or a briefcase.

Removable Media

I understand that I am not to use Removable media, such as CDs, personal storage drives (a.k.a. thumb drives), and DVDs on this contract. I further understand that I am prohibited from copying VA data/information accessed in execution of this contract to any removable media.

Folders and Working Papers

I agree not to remove the Counseling Evaluation Rehabilitation (CER) folder or counseling reports from my home-office or company workspace without official direction from the Prime Contractor or the Quality Assurance Manager (QAM) for the contract.

I understand that all paper files must be shredded using a "high-security" cross-cut shredder, or mailed to the Prime Contractor's site or QAM for disposal or archiving.

All computers, documents, papers, files, etc. will be mailed in a sealed (use only filament tape) envelope, with a cover label (see attached), and shipped by Fedex (user on-line tracking).

I understand that all CER folders must be labeled as “Sensitive - Official Government Business Only” and kept in a fire-proof (at least Underwriters Laboratory Class 350 One or two hour rated) locked file cabinet with a high security lock.

Prime Contractor Security Briefing

I have received a security briefing from the Prime Contractor. Before a sub-contractor is approved by management, the local representative from the Prime Contractor will educate the employee on security requirements and best practices at the home worksite.

Reporting a Security Incident

Protecting VA data and the confidentiality of a veteran’s personal information is extremely important to the VA and this contract. You must understand the important of identifying and reporting security incidents in a timely manner to the right people. A security incident is defined as a real or suspected adverse incident that possibly compromised your work and possibly exposed the veteran to undue personal harm.

Examples of reportable incidents would include activity such as:

- Suspected or actual loss or damaged data (data or paper)
- Fire, floods, or other natural events that cause you to leave the data unsecured.
- File cabinets or office space accessed by unauthorized persons.
- Your computer was subjected to real virus attack/unwanted disruption or loss of service.
- Hardware/software failure or theft that results in a loss or potential loss of VA data
- Unauthorized use of your computer.
- Changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent.
- Sharing usernames and passwords to your computer.

If you suspect an **incident** may have occurred, you agree to contact the following individuals by phone and email within **ONE HOUR** of discovering the incident. Contact all of the following:

POINTS OF CONTACT TO BE PROVIDED AT TIME OF AWARD.

Disclosure

I agree to protect Government/VA records from unauthorized disclosure or damage and will comply with the requirements of the Privacy Act of 1974, 5 USC 552a.

Standards of Conduct

The employee acknowledges that he/she continues to be bound by the VA standards of conduct while working at the alternative worksite.

Signatures:

I have read and understand this Rules of Behavior

Employee (Signature)

Date

Information Security Officer (Signature)

Date

Quality Assurance Manager

Date

Department of Veterans Affairs
VA NATIONAL RULES OF BEHAVIOR

Rules of Behavior, as required by OMB Circular A-130, Appendix A, are part of a comprehensive program to convey information security requirements. Rules of Behavior are established to delineate responsibilities and expected behavior of all individuals with access to automated information systems. These rules establish standards of behavior in recognition of the fact that knowledgeable users are the foundation of a successful security program. Users must understand that taking personal responsibility for the security of their computer and the data it contains is an essential part of their job.

General Terms and Conditions

These General Terms and Conditions address notice and consent issues identified by the Department of Justice and other sources. It also serves to clarify the roles of management and system administration, and serves to provide notice of what is considered expected use of all VA systems and behavior of VA users.

By using a Government system, I understand that I have NO expectation of Privacy in accessing or using any VA or other Federal government information systems (IS).

By accessing any VA computer system, I consent to review and action by authorized VA staff. Authorized VA staff includes my supervisory chain for efficient operation of the workplace as well as VA systems administrators and Information Security Officers (ISOs) for protection of the VA infrastructure. This action may include monitoring, recording, copying, inspecting, restricting access, blocking, tracking, and disclosing to all authorized Office of Inspector General (OIG), VA, and law enforcement personnel.

I understand and accept that unauthorized attempts or acts to access, upload, download, change, circumvent, or delete information on VA systems; modify VA systems; deny access to VA systems; accrue resources for unauthorized use on VA systems; or otherwise misuse VA systems or resources are prohibited.

I understand that such unauthorized attempts or acts are subject to action that may result in criminal, civil, and/or administrative penalties. Applicable Federal Laws provide for criminal penalties for theft, conversion, or unauthorized disposal or destruction of Federal IT property and data assets.

I will report suspected or identified information security incidents to the VA Point-of-Contact (POC), or the VA ISO or authorities as appropriate or agreed upon.

Rules of Behavior

The following Rules of Behavior (ROB) apply to everyone (employees, volunteers, contractors, and business partners) who have access to VA Information System resource(s). Because written guidance cannot cover every contingency, personnel are asked to go beyond the stated rules, using "due diligence" and highest ethical standards to guide their actions. Personnel must understand that these rules are based on Federal laws, regulations, and VA Directives. As such, there are consequences for non-compliance with ROB. Depending on the severity of the violation, at the discretion of management and through due process of the law, consequences can include: suspension of access privileges, reprimand, suspension from work, demotion, removal, and criminal and civil penalties. Failure to sign this ROB will result in denial of access to VA information assets or resources.

The following rules apply to all VA users

As a user of the U.S. Department of Veterans Affairs (VA) information technology infrastructure I agree that I will abide by all of the following:

- To follow established procedures for requesting access to any VA computer system and for notification to the VA POC and/or ISO when the access is no longer needed,
- To follow established VA information security and privacy policies and procedures this includes the requirement to sign the ROB.
- To use only systems, software, and data which I am authorized to use, including any copyright restrictions.
- To only use my access for authorized and official duties, and to only access data that is needed in the fulfillment of my duties.
- To properly dispose of the information, either in hardcopy, softcopy or electronic format, in accordance with VA policy and procedures.
- Not attempting to override, circumvent or disable operational, technical, or management security controls unless expressly directed to do so by authorized VA staff in writing to prevent social engineering.
- Not attempting to, or alter the configuration on government equipment unless authorized; this includes operational, technical, or management security controls.
- Complying with the personal use of government equipment in accordance with Federal and local policies and procedures. This includes using VA resources only for appropriate and legal purposes. I understand that my actions are subject to monitoring.
- Protecting my verify codes and passwords from unauthorized use and disclosure and ensuring I utilize only passwords that meet the VA minimum requirements for the system authorized to use.
- Not storing any passwords/verify codes in any type of script file or cache on VA systems.

User's Initials: _____ Date: _____

NOTE: Individuals are responsible for initialing each page.

VA Handbook 6500, Appendix G (9/18/07)

- Ensuring that I log off or lock my assigned workstation before walking away.
- Not misrepresenting, obscuring, suppressing, or replacing a user's identity on the Internet or any VA electronic communication system.

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- Refraining from copying, storing, or maintaining sensitive information on non-VA equipment or storage devices (i.e., thumb drives) without written authorization via Business Associate Agreement (BAA), Memorandum of Understanding (MOU), Interagency Security Agreement (ISA), Contract, or by the ISO or IT management.
- Ensuring that appropriate management officials have approved information for public dissemination, including e-mail communications outside of the VA as appropriate. I will not disclose any inappropriate information through the use of any means of communication including but not limited to e-mail, instant messaging, online chat, web bulletin board, logs or list servers.
- Not to host, set up, administer, or operate any type of Internet server on any VA network or attempt to connect any personal equipment to a VA network unless explicitly authorized in writing and in compliance with Federal and VA policies.
- No attempt will be made to probe computer systems in obtaining information on either TCP/UDP open or closed ports or activate computer commands that involve net stat, ping or trace route. Participation in Telnet and FTP sessions must be approved in writing by VA staff.
- Protecting Government property from theft, destruction, or misuse. I will follow VA policies and procedures for handling Federal Government IT equipment.
- Only use virus protection software, anti-spyware, and firewall/intrusion detection software authorized by the VA on VA equipment or on computer systems that are connecting to any VA network, and ensure software is maintained with current patches and updates.

Not disable or degrade tools used by the VA that install security software updates to computer equipment.

- Agreeing to have all equipment scanned by the appropriate VA IT Operations staff prior to connecting to the VA network if the equipment has not been connected to the VA network for a period of more than three weeks.
- Complete mandatory periodic security and privacy awareness training within designated timeframes, and complete any additional required training for the particular systems to which I require access.

Additional conditions for use of non-VA information technology resources

These conditions apply to my access to or use of non-VA information technology resources as a VA user. I agree that I may be restricted by the non-VA entity that controls the system or data I am attempting to use. I agree that I may have to sign the user agreement or rules of behavior of the non-VA entity, if required.

Additional conditions for remote access users, including access from home or other non-VA locations/networks

- Remote access is allowed from other Federal government computers and systems, subject to the terms of VA and the host Federal agency's policies.
- VA users will directly connect to the VA network whenever possible. If a direct connection to the VA network is not possible, then VA users will use VA-approved remote access software and services. VA users must use VA-provided IT equipment for remote access when possible. VA users may be permitted to use personally-owned IT equipment upon approval, but must follow all VA security policies and requirements.
- Users will not have both a VA network line and any kind of non-VA network line (including a modem or phone line or wireless network card, laser, infrared) physically connected to any computer at the same time unless the dual connection is explicitly authorized in writing.
- I will review and follow VA Directive 6504, Restrictions On Transmission, Transportation and Use of and Access to, VA Data Outside VA Facilities for protecting VA Information assets while using them in uncontrolled environments. I agree to conform to the requirements/direction provided to me by this Directive.
- I am responsible for ensuring that any VA sensitive information I may be accessing or storing remotely is secured and transmitted using VA approved encryption.

Additional conditions for installation or use of encryption

I will protect sensitive information from unauthorized disclosure, use, modification, or destruction, including using encryption products approved and provided by the VA to protect sensitive data. I will follow the instructions and terms for using any VA-provided encryption. I will only use encryption products as explicitly authorized by the VA. Sensitive data, including but not limited to identifiable patient information, will not be sent via Outlook mail unless VA-provided encryption is used.

Additional conditions for access to or use of specific VA systems

I agree that I may be required to acknowledge or sign the specific or unique rules of behavior that apply to specific VA systems. Those specific rules of behavior may include, but are not limited to, restrictions or prohibitions on limited personal use, special requirements for access or use of the data in that system, special requirements for the devices used to access that specific system, or special restrictions on interconnections between that system and other IT resources or systems.

User's Initials: _____ Date: _____

NOTE: Individuals are responsible for initialing each page.

VA Handbook 6500, Appendix G (9/18/07)

Additional conditions for Contractors

Contractors are strictly limited to system or data access to fulfill the terms of the contract. Limited personal use must be explicitly authorized in the terms of the contract. Upon resignation, termination or completion of the contract, all contractor equipment used to store VA data will be sanitized to VA standards by the VA ISO or VA IT Operations staff.

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Statement on Litigation

Rules of Behavior do not and should not be relied upon to create any other right or benefit, substantive or procedural, enforceable by law, by a party to litigation with the United States Government.

Acknowledgement and Acceptance

I acknowledge receipt of the Rules of Behavior (ROB). I understand and accept all terms and conditions of this document, and I will comply with the terms and conditions of this and any additional VA warning banners, system rules of behavior, policies, procedures, notices, or directives regarding access to or use of VA data, information systems or resources. This document is not meant to supersede any local directives that provide higher levels of protection to VA's information or assets. ROB provides for the minimal level of protections that individual users must employ. Access to VA information systems and resources will not be granted to individuals that do not acknowledge and agree to comply with ROB.

[Print or type your full name] Signature

Date

Office Phone Position Title

(Company Name for Contractors)

D.10 ATTACHMENT J VBA Contractor Background Investigation Request Worksheet

VBA Contractor Background Investigation Request Worksheet

The following applicant is a Contract employee.

Please complete the following fields on all applicants who have access to VA facilities, systems or privacy data:

Regional Office (RO) where applicant will work:

RO- City: _____ State: _____ RO #: _____

Station to be billed for clearance:

Station Name – City: Washington State: DC Station #: 101

Please complete the following fields on each Contract Employee:

Applicant Name:

Last: _____ First: _____ Middle: _____

Please complete the following fields on each VA or Contract Employee:

Applicant Name - Last: First: Middle: ***If none (NMN)***

SSN: DOB: Email:

Place of Birth - City: State: Country:

Contractor Occupation:

Are you asking for a low risk clearance on a foreign national? Yes No

Type of Investigation requested: High Risk (BI) Moderate Risk (MBI) Low Risk (NACI)

D.11 ATTACHMENT K

RESERVED

D.12 ATTACHMENT L Proof of Citizenship Requirements

PROOF OF CITIZENSHIP REQUIREMENTS (OCONUS Only)

1. All documents submitted as evidence of U. S. citizenship must be original documents or certified copies. Uncertified copies are not acceptable. The following documents are acceptable proof of citizenship:
 - a. The original U. S. birth certificate with a raised seal issued at the time of birth from one of the 50 states, or outlying territories or possessions.
 - b. A hospital birth certification (clinic and commercial birth center certification is not permitted) with an authenticating raised seal or signature provided all vital information is given.
 - c. A delayed birth certificate provided it shows the birth record was filed within one year after birth, it bears the registrar's seal and signature, and cites secondary evidence such as a baptismal certificate, certificate of circumcision, affidavits of persons having personal knowledge of the facts of the birth or other official records such as early census, school or insurance.
 - d. Certified Copy of U.S. Passport (current or expired) or Certified Copy of U.S. passport issued to individual's parent in which the individual is included. (DO NOT SEND ORIGINAL PASSPORT)
 - e. FS-240 Report of Birth Abroad of a Citizen of the United States of America/Consular Report of Birth.
 - f. FS-545 Certification of Birth issued by a U.S. Consulate or DS-1350 the Department of State Certification.
 - g. INS N-550/570 U.S. Immigration and Naturalization Service Naturalization Certificate.
 - h. INS N-560/561 U.S. Immigration and Naturalization Service Certificate of Citizenship. If the individual does not have a Certificate of Citizenship, the original Certificate of Naturalization of the parent(s) may be accepted if the naturalization occurred while the individual was under 18 years of age (or under 16 years of age before 5 October 1978) and residing permanently in the U.S.
 - i. Certificate of birth issued by the Canal Zone Government indicating U.S citizenship is only acceptable if verified by direct Government inquiry to: Vital Records Section, Passport Services, 1111 19th Street NW, Suite 510, Washington, D.C. 20522-1705.
 - j. DD 372, Verification of Birth is acceptable for military members (officer and enlisted) provided the birth data is listed and verified by the Department of Vital Statistics.
 - k. DD 1966, Application for Enlistment into the Armed Forces of the United States are acceptable provided the documents sighted are listed and attested to by a recruiting official.

2. If none of the above forms of evidence are obtainable, a notice from the registrar issued by the state with the individual's name, date of birth, which years were searched for a birth record and that there is no birth certificate on file for the applicant should be presented. *The registrar's notice must be accompanied by the best combination of the following secondary evidence:

- a. Baptismal certificate
- b. Census record
- c. Certificate of circumcision
- d. Early school record
- e. Family Bible record
- f. Doctor's record of post-natal care
- g. Newspaper files and insurance papers

** NOTE: These documents must be early public records showing the date and place of birth, created within the first five years of life. The individual may also submit an Affidavit of Birth, Form DSP-10A, from an older blood relative, i.e., a parent, aunt, uncle, sibling, who has personal knowledge of the birth. It must be notarized or have the seal and signature of the acceptance agent.*

D.13 ATTACHMENT M Quality Assurance Plan

Proposed Quality Assurance Plan has been incorporated by reference.

D.14 ATTACHMENT N

RESERVED

D.15 ATTACHMENT O

RESERVED

D.16 ATTACHMENT P VBA Regional, Outbased Offices and VAMC

Station #	Area	Regional Office	Zip Code	Within 50 miles of Regional, Outbased Offices, and VAMC
301	E	Boston	02203	<p>VA Boston Healthcare System, Jamaica Plain Campus VA Boston Healthcare System, West Roxbury Campus Edith Nourse Rogers Memorial Veterans Hospital VA Boston Healthcare System, Brockton Campus</p> <p>VARO/VR&E Division (28) JFK Federal Building Boston, MA 02203</p> <p>Department of Veteran Affairs - VRE 25 Bond Street Springfield, MA 01103</p> <p>Worcester Vet Center 691 Grafton Street Worcester, MA 01604</p>
304	E	Providence	02903	<p>Providence VA Medical Center</p> <p>Department of Veterans Affairs VR&E (28) 380 Westminster Street Providence, RI 02903</p>
306	E	New York	10014	<p>Opiate Replacement Treatment Program (ORTP), VA NY Harbor Healthcare System Manhattan Campus Manhattan Campus of the VA NY Harbor Healthcare System Brooklyn Campus of the VA NY Harbor Healthcare System</p> <p>Opiate Replacement Treatment Program (ORTP), VA NY Harbor Healthcare System Brooklyn Campus James J. Peters VA Medical Center (Bronx, NY) East Orange Campus of the VA New Jersey Health Care System</p> <p>Department of Veterans Affairs VR&E (28) 245 West Houston Street, Room 316 New York, NY 10014</p> <p>Stratton VA Medical Center (272K) 113 Holland Avenue Albany, NY 12208</p>
307	E	Buffalo	14202-2478	<p>VA Western New York Healthcare System at Buffalo</p> <p>Department of Veterans Affairs VR&E (28) 130 S Elmwood Ave Buffalo, NY 14202-2478</p> <p>Department of Veterans Affairs 344 West Genesee Street, Room 204 Syracuse, NY 13202</p>
308	E	Hartford	06111	<p>VA Connecticut Healthcare System Newington Campus</p>

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				<p>Department of Veterans Affairs Hartford Regional Office (28) PO Box 310909 555 Willard Avenue Newington, CT 06111</p>
309	E	Newark	07102	<p>East Orange Campus of the VA New Jersey Health Care System Opiate Replacement Treatment Program (ORTP), VA NY Harbor Healthcare System Manhattan Campus Manhattan Campus of the VA NY Harbor Healthcare System Brooklyn Campus of the VA NY Harbor Healthcare System Opiate Replacement Treatment Program (ORTP), VA NY Harbor Healthcare System Brooklyn Campus James J. Peters VA Medical Center (Bronx, NY) Lyons Campus of the VA New Jersey Health Care System</p> <p>Department of Veterans Affairs VR&E (28) 20 Washington Place Newark, NJ 07102</p> <p>VR&E Services - VBA - LY New Jersey VA Health Care System Building #2, Room 234B 151 Knollcraft Road Lyons, NJ 07939</p> <p>Ocean County Veterans Service Bureau 1027 Hooper Avenue, Bldg #2 1st Floor, Room 122 P.O. Box 2191 Toms River, NJ 08754</p> <p>Department of Veterans Affairs Suite #310, Station Plaza #3 44 South Clinton Avenue Trenton, NJ 08609</p>
310	E	Philadelphia	19144	<p>Philadelphia VA Medical Center</p> <p>Department of Veterans Affairs VR&E (28) Philadelphia Regional Office & Insurance Center 5000 Wissahickon Avenue Philadelphia, PA 19144</p> <p>3110 Hamilton Blvd, Room 209 Allentown, PA 18103-3672</p> <p>P.O. Box 11940 Harrisburg, PA 17108</p> <p>1123 East End Blvd., Suite 2 Wilkes-Barre, PA 18702</p>

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				<p>VA Pittsburgh Healthcare System, Highland Drive Division VA Pittsburgh Healthcare System, H. John Heinz III Progressive Care Center VA Pittsburgh Healthcare System, University Drive Division</p> <p>Department of Veterans Affairs VR&E (28) 1000 Liberty Avenue Pittsburgh, PA 15222</p> <p>1903 West 8th Street, Suite 181 Erie, PA 16501</p>
311	E	Pittsburgh	15222	
				<p>Baltimore VA Medical Center - VA Maryland Health Care System Baltimore VA Rehabilitation and Extended Care Center (BRECC) - VA Maryland Health Care System</p> <p>Department of Veterans Affairs VR&E (28) Federal Building 31 Hopkins Plaza, Suite 214 Baltimore, MD 21201</p>
313	E	Baltimore	21201	
				<p>Salem VA Medical Center</p> <p>Department of Veterans Affairs VR&E (28) 210 Franklin Road, SW Roanoke, VA 24011</p> <p>The Net Center 5200 West Mercury Blvd., Suite 295 Hampton, VA 23605</p> <p>Norfolk Business Center 2551 Eltham Ave, Suite E Norfolk, VA 23513</p> <p>VA Medical Center Building 507 Richmond, VA 23249</p>
314	S	Roanoke	24011	
				<p>Huntington VA Medical Center</p> <p>Department of Veterans Affairs VR&E (28) 640 Fourth Avenue Huntington, WV 25701</p>
315	S	Huntington	25701	
				<p>Atlanta VA Medical Center</p> <p>Department of Veterans Affairs VR&E (28) VA Regional Office P.O. Box 100024 Decatur, GA 30031-7024 (<i>FedEx Address</i>: 1700 Clairmont Rd. Decatur, GA 30030-7024)</p> <p>VA Medical Center, Vocational Rehabilitation & Employment Room 1A236 Uptown</p>
316	S	Atlanta	30031-7024	

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				<p>1 Freedom Way Augusta, GA 30904-6285</p> <p>Columbus Field Office VR&E (28c) 233 12th St., Suite 820 Columbus, GA 31901</p> <p>VA Outpatient Clinic VR&E (28V) 325 West Montgomery Crossroad Savannah, GA 31406</p> <p>VA Field Office (28B) 110 E. 10th Street, Suite A Tifton, GA 31794</p>
317	S	St. Petersburg	33708	<p>Bay Pines VA Healthcare System</p> <p>Department of Veterans Affairs VR&E (28) 9500 Bay Pines Blvd St. Petersburg, FL 33708</p> <p>Vocational Rehabilitation & Employment 1 East Broward Blvd., Suite 810 Ft. Lauderdale, FL 33301</p> <p>VA Office (28-J) Center Building, Suite 120 B 7825 Bay Meadows Way Jacksonville, FL 32256</p> <p>Vocational Rehabilitation & Employment 1000 Legion Plaza, Suite 1500 Orlando, FL 32801</p>
318	S	Winston-Salem	27155	<p>Salisbury - W.G. (Bill) Hefner VA Medical Center</p> <p>Department of Veterans Affairs VR&E (28) Federal Building 251 North Main Street Winston-Salem, NC 27155</p> <p>Department of Veterans Affairs VR&E (28) PO Box 71258 Ft. Bragg, NC 28307 (Ft. Bragg, Pope AFB Womack Army Hospital)</p> <p>Department of Veterans Affairs VR&E (28) P.O. Box 4357 MCAS Jacksonville, NC 28540-0357 (Camp Lejeune, Cherry Point, New River MCAS)</p>
319	S	Columbia	29209	<p>Wm. Jennings Bryan Dorn VA Medical Center</p> <p>VA Regional Office (319) VR&E Division (28) 6437 Garners Ferry Road</p>

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				<p>Columbia, SC 29209</p> <p>Department of Veterans Affairs VR&E (28) 1801 Assembly Street Columbia, SC 29201</p> <p>Department of Veteran Affairs (28) 24 Vardry Street, Suite 102 Greenville, SC 29601</p> <p>Department of Veteran Affairs (28) 4600 Goer Drive, Suite 110 North Charleston, SC 29406</p>
320	S	Nashville	37203	<p>Tennessee Valley Healthcare System - Nashville Campus</p> <p>Department of Veterans Affairs VR&E (28) 110 9th (Ninth) Avenue South Nashville, TN 37203</p> <p>Department of Veterans Affairs VR&E (28) 227-B Dunbar Cave Road Clarksville, TN 37043</p> <p>Department of Veterans Affairs VR&E (28) Cedar Bluff Office Park 412 North Cedar Bluff Rd., Suite 416 Knoxville, TN 37923</p> <p>Department of Veterans Affairs VR&E (28) 225 Humphreys Blvd., Suite 1028 Memphis, TN 38120</p>
321	C	New Orleans	70113	<p>Southeast Louisiana Veterans Health Care System</p> <p>Department of Veterans Affairs Regional Office VR&E (28) 671 Whitney Ave - Bldg A Gretna, LA 70056</p> <p>Department of Veteran Affairs VR&E Outbase Office 3010 Knight Street, Suite 110 Shreveport, LA 71105</p>
322	S	Montgomery	36109-3798	<p>Central Alabama Veterans Health Care System West Campus</p> <p>Department of Veterans Affairs VR&E (28) 345 Perry Hill Road Montgomery, AL 36109-3798 Veterans Outreach Readjustment Counselor</p> <p>603 Interstate Park Drive Montgomery, AL 36109 Department of Veterans Affairs VR&E (28) 950 22nd St., North, Suite # 777</p>

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				<p>Birmingham, AL 35203</p> <p>Department of Veterans Affairs VR&E (28) 807 Donnell Blvd., # 1 Daleville, AL 36322</p> <p>Department of Veterans Affairs VR&E (28) 400 Meridian Street, # 101 Huntsville, AL 35801</p> <p>Department of Veterans Affairs VR&E (28) 900 Western America Circle, # 104 Mobile, AL 36609</p> <p>Department of Veterans Affairs VR&E (28) 411 NE Racetrack Road Ft. Walton, FL 32547</p> <p>Department of Veterans Affairs VR&E (28) 1009 N 12th Ave Pensacola, FL 32501</p>
323	S	Jackson	39216	<p>G.V. (Sonny) Montgomery VA Medical Center</p> <p>Department of Veterans Affairs VR&E (28) 1600 Woodrow Wilson Drive Jackson, MS 39216</p> <p>Department of Veteran Affairs 400 Veterans Ave Building T-100, D-130 (28) Biloxi, MS 39531</p>
325	E	Cleveland	44199	<p>Louis Stokes VA Medical Center</p> <p>Department of Veterans Affairs VR&E (28) Anthony J. Celebrezze Federal Building 1240 East 9th Street Cleveland, OH 44199</p>
326	E	Indianapolis	46204	<p>Richard L. Roudebush VA Medical Center (Indianapolis VA Medical Center)</p> <p>Department of Veterans Affairs VR&E (28) 575 North Pennsylvania Street Indianapolis, IN 46204</p> <p>Department of Veterans Affairs VBA VR&E (28) 2121 Lake Avenue, Bldg 7B Ft. Wayne, IN 46805</p>
327	S	Louisville	40202	<p>Louisville VA Medical Center</p> <p>US Department of Veterans Affairs VR&E (28) 321 West Main Street, Suite 390 Louisville, KY 40202</p> <p>US Department of Veterans Affairs MP – 327/28 Vocational Rehabilitation & Employment</p>

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				<p>955 Fairview Ave. – Suite 100 Bowling Green, KY 42102</p> <p>Department of Veteran Affairs 1109-C Spearhead Division Ave, Room 119 Fort Knox, KY 40121</p> <p>VA Medical Center 2250 Leestown Rd., 116B-LD Lexington, KY 40511-1093</p> <p>Department of Veterans Affairs (28) Paducah Career Center 416 S. 6th Street Paducah, KY 42003</p> <p>Prestonsburg Community College Box 120, 1 Bert T. Combs Drive Prestonsburg, KY 41653</p>
328	C	Chicago	60612	<p>Jesse Brown VA Medical Center</p> <p>Department of Veterans Affairs VR&E (28) 2122 W. Taylor Street Chicago, IL 60612</p> <p>VA Vocational Rehabilitation and Employment 521 W. Main St. Belleville, IL 62220</p> <p>VA Vocational Rehabilitation Office 902 West Kimberly Rd., Suite 46 Davenport, IA 52806</p> <p>Marion VA Medical Center 2401 W Main, Bldg 2, Rm 114A Marion, IL 62901</p> <p>Vet Center 3310 N. Prospect Peoria, IL 61603</p>
329	E	Detroit	48226	<p>John D. Dingell VA Medical Center</p> <p>Department of Veterans Affairs VR&E (28) Patrick V. McNamara Federal Building 477 Michigan Ave Detroit, MI 48223</p> <p>Department of Veterans Affairs VA Office (28 Q) 3019 Coit, NE Grand Rapids, MI 49505</p> <p>Department of Veterans Affairs 325 E. H Street, Room 5229 Iron Mountain, MI 49801</p>

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				<p>Department of Veterans Affairs 3001 Coolidge - Suite 401 East Lansing, MI 48823</p> <p>Department of Veterans Affairs 200 North Main Street, RM 310 Mt. Pleasant, MI 48858</p> <p>Department of Veterans Affairs 1500 Weiss Street, Room 25 Saginaw, MI 48602</p>
330	C	Milwaukee	53214	<p>Clement J. Zablocki Veterans Affairs Medical Center</p> <p>Department of Veterans Affairs VR&E (28) 5400 West National Ave Milwaukee, WI 53214</p> <p>2125 Heights Drive, Suite 3H Eau Claire, WI 54701</p> <p>Department of Veterans Affairs VR&E (28) 2900 Curry Lane, Suite B Green Bay, WI 54308</p> <p>VR&E Division c/o Madison Vets Center 706 Williamson Street Madison, WI 53703</p>
331	C	St. Louis	63103	<p>St. Louis VA Medical Center - John Cochran Division St. Louis VA Medical Center - Jefferson Barracks Division</p> <p>Department of Veterans Affairs VR&E (28) 400 South 18th Street St. Louis, MO 63103 140 Replacement Avenue, Room 2218 Fort Leonard Wood, MO 65473</p> <p>Department of Veterans Affairs VR&E (28) VA Medical Center 4801 Linwood Blvd. Kansas City, MO 64128</p> <p>Vocational Rehabilitation & Employment 600 N. Main Street Mt. Vernon, MO 65712</p>
333	C	Des Moines	50309	<p>Des Moines Division - VA Central Iowa Health Care System</p> <p>Department of Veterans Affairs VR&E (28) 210 Walnut Street Des Moines, IA 50309</p> <p>Vet Center</p>

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				<p>1642 42nd Street, NE Suites Cedar Rapids, IA 52402</p> <p>VA Voc Rehab & Employment (28) Village Shopping Center 902 West Kimberly Road, Suite 46 Davenport, IA 52806-5717</p>
334	C	Lincoln	68516	<p>Omaha - VA Nebraska-Western Iowa Health Care System</p> <p>VA Regional Office 5631 S. 48th St. Lincoln, NE 68516</p> <p>Edward Zorinsky Federal Building Department of Veterans Affairs (VBA / VR&E) 1616 Capitol Ave Suite 290 Omaha, NE 68102</p>
335	C	St. Paul	55111	<p>Minneapolis VA Medical Center</p> <p>Department of Veterans Affairs Regional Office VR&E Division (28) Federal Building Fort Snelling St. Paul, MN 55111</p> <p>Anoka County Human Services Bldg. 1201 89th Ave NE, Suite 235 Blaine, MN 55434</p> <p>VA Vocational Rehabilitation c/o Veterans Center 405 East Superior Street Duluth, MN 55802</p> <p>VA Medical Center VR&E Division (28) 4801 8th Street, North St. Cloud, MN 56303</p>
339	W	Denver	80228	<p>VA Eastern Colorado Health Care System(ECHCS)</p> <p><i>Mailing Address</i> Department of Veterans Affairs VR&E (28) P.O. Box 25126 Denver, CO 80225</p> <p><i>Office Location</i> 155 Van Gordon St. Lakewood, CO 80228)</p> <p>VAMC - Denver (28) 1055 Clermont Denver, CO 80222</p> <p>Department of Veterans Affairs VR&E (28)</p>

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				<p>2116 Hollow Brook Drive, Suite 100 Colorado Springs, CO 80918</p> <p>Department of Veterans Affairs VR&E (28) 744 Horizon Court, Suite 130 Grand Junction, CO 81506</p> <p>VA Medical Center (28) 2360 East Pershing Blvd Cheyenne, WY 82001</p>
340	W	Albuquerque	87102	<p>New Mexico VA Health Care System</p> <p>Department of Veterans Affairs VR&E Division (28) 500 Gold Avenue SW Albuquerque, NM 87102</p> <p>2460 Locust St., Suite G Las Cruces, NM 88001</p>
341	W	Salt Lake City	84158-1900	<p>VA Salt Lake City Health Care System</p> <p>Department of Veterans Affairs VR&E (28) PO Box 581900 550 Foothill Drive (courier deliveries) Salt Lake City, UT 84158-1900</p>
343	W	Oakland	94612-5209	<p>San Francisco VA Medical Center</p> <p>Department of Veterans Affairs VR&E (28) Oakland Federal Building 1301 Clay Street Oakland, CA 94612-5209</p> <p>280 Cohasset Road Chico, CA 95826</p> <p>VACCHCS (272B-2) Bldg. 11, Room 1 2615 E. Clinton Ave Fresno, CA 93703</p> <p>VA-PAHCS 3801 Miranda Avenue Palo Alto, CA 94304</p> <p>10365 Old Placerville Road Sacramento, CA 95827</p> <p>5342 Dudley Blvd. Sacramento, CA 95652</p>
344	W	Los Angeles	90024	<p>VA Greater Los Angeles Healthcare System (GLA) VA Long Beach Healthcare System</p> <p>Los Angeles Regional Office Department of Veterans Affairs</p>

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				<p>Federal Building 11000 Wilshire Blvd Los Angeles, CA 90024</p> <p>Jerry L Pettis Memorial VA Medical Center 11201 Benton Street, # 232 Loma Linda, CA 92357</p> <p>Los Angeles Ambulatory Care Clinic 351 East Temple, Room A-444 Los Angeles, CA 90012</p> <p>VA Medical Center Bldg 10, Room 1B107 16111 Plummer Street Sepulveda, CA 91343</p>
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345	W	Phoenix	85012	<p>Phoenix VA Health Care System</p> <p>Department of Veterans Affairs VR&E (28) 3333 North Central Ave Phoenix, AZ 85012</p> <p>Department of Veterans Affairs 123 N. San Francisco, Suite 103 Flagstaff, AZ 86001</p> <p>East Tucson</p> <p>Department of Veterans Affairs - VR&E (28) 6979 E. Broadway Blvd., Suite 109 Tucson, AZ 85710</p> <p>Department of Veterans Affairs VR&E (28) VA Medical Center, Building 13 Tucson, AZ 85723</p>
346	W	Seattle	98174	<p>VA Puget Sound Health Care System</p> <p>Department of Veterans Affairs VR&E (28) Federal Building 915 Second Avenue, #1356 Seattle, WA 98174</p> <p>Department of Veterans Affairs 264 Burwell Street Bremerton, WA 98337</p> <p>Department of Veterans Affairs 9116 Gravelly Lake Drive SW Lakewood, WA 98499</p> <p>Department of Veterans Affairs 1420 Roosevelt Suite 1 Mt. Vernon, WA 98273</p> <p>VA Medical Center North 4815 Assembly Street Spokane, WA 99205</p>
347	W	Boise	83702	<p>Boise VA Medical Center</p> <p>Department of Veterans Affairs VR&E (28) 805 West Franklin Street Boise, ID 83702</p> <p>805 W.Franklin St. Boise, ID 83702</p> <p>1651 Alvin Ricken Drive Pocatello, ID 83201</p> <p>James V Hanson Federal Building 324 25th Street, Suite 1124</p>

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				Ogden, UT 84401
				Portland VA Medical Center Portland VA Medical Center - Vancouver Campus
				Department of Veterans Affairs VR&E (28) Federal Building 1220 SW Third Avenue Portland, OR 97204
				Department of Veterans Affairs (28) 2400 River Road Eugene, OR 97404
				Department of Veteran Affairs (28) Chapter 31 - VR&E Cobblestone Village 1237 N. Riverside Medford, OR 97501
				Department of Veteran Affairs (28) 1601 East Fourth Plain Blvd V3CH31, Bldg 18 Vancouver, WA 98661
348	W	Portland	97204	
				Central Texas Veterans Health Care System - Waco VA Medical Center
				Department of Veterans Affairs VR&E (28) One Veterans Plaza 701 Clay Avenue Waco, TX 76799
				Department of Veteran Affairs Taylor Co Plaza Bldg, Suite 103 400 Oak Street Abilene, TX 79602
				Department of Veteran Affairs 6010 West Blvd, Room 1010F Amarillo, TX 79106
				La Costa Corporate Park 6448 Highway 290 East, Suite C107 Austin, TX 78723
				VAMC-Clinical Annex VR&E (28) 4500 S. Lancaster Rd. Dallas, TX 75216
				Department of Veteran Affairs 7500 Viscount Blvd, Suite C-50 El Paso, TX 79925
				18010 Soldiers Service Center Battalion Ave Ft. Hood, TX 76544
349	C	Waco	76799	1200 Circle Dr., Suite 400A Ft. Worth, TX 76119

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				<p>VA Outpatient Clinic 6104 Avenue Q South Drive Room 900 Lubbock, TX 79412</p> <p>Dept of Veteran Affairs - VR&E Olin E. Teague VAMC 1901 Veterans Memorial Drive, Bldg 162, Room A132 Temple, TX 76504</p> <p>Department of Veterans Affairs 1700 SSE Loop 323 Suite 310 Tyler, TX 75701</p>
350	C	Little Rock	72114-1756	<p>Central Arkansas Veterans Healthcare System Eugene J. Towbin Healthcare Center Central Arkansas Veterans Healthcare System John L. McClellan Memorial Veterans Hospital</p> <p>Department of Veterans Affairs VR&E (28) 2200 Fort Roots Drive, Building 65 Little Rock, AR 72114-1756</p>
351	C	Muskogee	74401	<p>Jack C. Montgomery VAMC</p> <p>Department of Veterans Affairs VR&E (28) Federal Building 125 South Main Street Muskogee, OK 74401</p> <p>Pontotoc County Skills Center 601 West 33rd Street Ada, OK 74820</p> <p>Department of Veterans Affairs VR&E (28) 2800 West Gore Blvd # 304 S Shepler Tower Lawton, OK 73505</p> <p>Department of Veterans Affairs 301 NW 6th, Ste 113 Oklahoma City, OK 73102 (OKC Downtown)</p> <p>VA Outpatient Clinic 9322 E. 41stSt. Tulsa, OK 74145</p>
354	W	Reno	89511	<p>VA Sierra Nevada Health Care System</p> <p>Department of Veterans Affairs VR&E (28) 5460 Reno Corporate Drive Reno, NV 89511</p> <p>4800 Alpine Place, Suite 12 Las Vegas, NV 89107</p>
355	S	San Juan	00918-1703	<p>VA Caribbean Healthcare System</p>

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				Department of Veterans Affairs VR&E (28) 150 Ave Carlos Chardon, Ste 232 San Juan, PR 00918-1703
358	W	Manila	0930	VA Caribbean Healthcare System
				Michael E. DeBakey VA Medical Center Department of Veterans Affairs VR&E (28) 6900 Alameda Road Houston, TX 77030 Department of Veterans Affairs (362/284) 4646 Corona, Suite 150 Corpus Christi, TX 78411 Department of Veterans Affairs (362/283) 1901 S 1 st Street, Suite 400 McAllen, TX 78503 Department of Veterans Affairs VR&E (362/282) 5788 Eckhert Road San Antonio, TX 78229
362	C	Houston	77030	Washington DC VA Medical Center
				Department of Veterans Affairs VR&E (28) Washington Regional Office 1722 Eye Street, NW Washington, DC 20421
372	S	Washington	20421	Manchester VA Medical Center
				Department of Veterans Affairs VR&E (28) 275 Chestnut Street Manchester, NH 03103
373	E	Manchester	03103	VA San Diego Healthcare System
				Department of Veterans Affairs VR&E (28) 8810 Rio San Diego Drive San Diego, CA 92108 Riverside County Workforce Development Agency 1025 North State Street Hemet, CA 92543 National Cemetary 22495 Van Buren Blvd Riverside, CA 92158 Vista Veteran Center 1830 West Drive, Suite 103 Vista, CA 92083
377	W	San Diego	92108	Togus VA Medical Center
				Togus Regional Office Vocational Rehabilitation & Employment Division (28) One VA Center Togus, ME 04330
402	E	Togus	04330	

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405	E	White River Jct	05009-0001	White River Junction VA Medical Center Department of Veterans Affairs VR&E (28) VA Medical and Regional Office Center 215 North Main Street White River Jct., VT 05009-0001
436	W	Fort Harrison	59636	VA Montana Health Care System Department of Veterans Affairs VR&E (28) 3633 Veterans Drive PO Box 188 Ft. Harrison, MT 59636 Department of Veterans Affairs VR&E (28) 923 Broadwater Square Billings, MT 59101 Department of Veterans Affairs VR&E (28) Palmer Professional Park 2861 Palmer Street, Suite N Missoula, MT 59808
437	C	Fargo	58102	Fargo VA Medical Center ND (437) CER folder requests Department of Veterans Affairs VR&E (28) 2101 Elm Street Fargo, ND 58102 Department of Veterans Affairs VR&E (28) 207 Front Ave, Suite D Bismarck, ND 58504
438	C	Sioux Falls	57105	Sioux Falls VA Medical Center SD (438) Department of Veterans Affairs Vocational Rehabilitation & Employment (438/28) 2501 West 22 nd Street Sioux Falls, SD 57105 VA Vocational Rehabilitation & Employment Suite 8 2050 W Main Street Rapid City, SD 57702
452	C	Wichita	67218	Robert J. Dole Department of Veterans Affairs Medical and Regional Office Center Department of Veterans Affairs VR&E (28) Robert J. Dole Regional Office 5500 East Kellogg Wichita, KS 67218 Irwin Army Community Hospital 600 Caisson Hill Road BLDG 600, RM 4D16 Fort Riley, KS 66442 Dwight D Eisenhower VA Medical Center

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				<p>4101 S. 4th Trafficway Bldg. 122, Room 207 Leavenworth, KS 66048</p> <p>Colmery O'Neil VA Medical Center 2200 Gage Blvd., Bld 2, Room C155 Topeka, KS 66622</p>
459	W	Honolulu	96819	<p>VA Pacific Islands Health Care System</p> <p>Department of Veterans Affairs VR&E (28) 459 Patterson Road Honolulu, HI 96819</p> <p>Department of Veterans Affairs VR&E (28) Hilo PRRP 891 Uluani Street Hilo, HI 96720</p> <p>Department of Veteran Affairs VR&E (28) 203 Ho'Ohana Street, # 203 Kahului, HI 96732</p>
460	E	Wilmington	19805	<p>Wilmington VA Medical Center Coatesville VA Medical Center</p> <p>Department of Veterans Affairs VR&E (28) 1601 Kirkwood Highway Wilmington, DE 19805</p>
463	W	Anchorage	99508-2989	<p>Alaska VA Healthcare System and Regional Office</p> <p>Department of Veterans Affairs VR&E (28) 2925 Debarr Rd., Anchorage, AK 99508-2989</p> <p>540 Fourth Ave., Suite 100, Fairbanks, AK 99701</p>

D.18 ATTACHMENT R Subcontracting Plan

Proposed Subcontracting Plan has been incorporated by reference, as applicable.