SOLICITATION OFFERO	N/CONTRACT					EMS	1. REQUIS	ISITION	NUMBER			PAGE	E1 OF 127	'
2. CONTRACT NO. W9133L-10-D-000	)2	3. AWARD/EFF 24-Sep-201		4. ORDEF	R NUME	BER			5. SOUCITATI <b>W9133L-1</b>			6. SOLICI 10-Aug	TATION ISSUE DA 1-2010	ATE
7. FOR SOLICITATION INFORMATION CALL:		a NAME KEVIN KNIC	SHT						b. TELEPHON 703 604-4	ENUMBER (*) 186	lo Collect Calls)		DUE DATE/LOCA M 25 Aug 20	
9. ISSUED BY  NGB-ZC-AQ - W913 1411 JEFFERSON I ARLINGTON VA 222	DAVIS HWY	CODE V	V9133L		UI	IIS ACQU NRESTRIC ET ASIDE:	CTED			11. DELIVER DESTINATIO BLOCK IS M	N UNLESS	12. DISC Net 30	COUNT TERMS Days	3
TEL: FAX: 703-607-17  15. DELIVER TO SEE SCHEDULE N/A N/A AA N/A	42	CODE S	CHED1		SIZE	HUBZON 8(A)	SABLED V NG SB <u>/</u> I N RED BY	NAICS	DWNED SB. S: 621420 TEM 9	UNDER	OF SOLICITA	TION	X RFP	
17a.CONTRACTOR/ OPTIMIZATION CON RICHARD HOLMES 4221 FORBES BLVD LANHAM MD 20706-	NSULTING INC.		CODE 43ZW		DFAS ATTN PO BO	PAYMENT S - LIMES I: VENDO OX 3690 JMBUS C	STONE - OR PAY 120	F671	100		С	ODE F	57100	
TEL. 202-510-384		COI	DE		101		<b>N N</b> (O)OF		A DDDEO	0.01.101441.14	I DI 001/ 10	I II II 504	2 51 0014	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			1		W IS CH			_	S SHOVVIN IN DENDUM	I BLOCK 18a	. UNLES	S BLOCK		
19. ITEM NO.		;	LE OF SUPPL		RVICE	S		21. (	QUANTITY				24. AMOUNT	
25. ACCOUNTING	AND APPROPRIAT	ION DATA								26. 101	AL AWARD AM	IOUNT (FC	or Govt. Use Or	nly )
	27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.  ADDENDA ARE ARE NOT ATTACHED  27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.  ADDENDA ARE ARE NOT ATTACHED													
SET FORTH OR	IS REQUIRED TO SEFICE. CONTRACT COTHERWISE IDEN HE TERMS AND CO	OR AGREES  NTIFIED ABOV  ONDITIONS SE	TO FURNISH A	AND DEL	IVER A	ALL ITEMS	s   [	OI (B	FFER DATE BLOCK 5), IN	NCLUDING A	. YOUR NY ADDITION	S OR CH	ON SOLICITATION ANGES WHICH S: SEE SCHEDI	ARE
30a. SIGNATURE (	OF OFFEROR/COI	NTRACTOR			31	a.UNITED	b) (	of A	AMERICA (S	SIGNATURE OF	CONTRACTING	OFFICER)	31c. DATE SI 24-Sep-2	
30b. NAMEAND TI	TLE OF SIGNER		30c. DATE	SIGNED	311	b. NAME (	OF CONTE	RACTI	NG OFFICER	(TYF	E OR PRINT)		1	
(TYPE OR PRINT)					<b>(b</b> )	(6)		/ cc	ONTRACTING	OFFICER				
					TE	EL: 703-6	507-1279	•		EMAIL:	(b) (6)			

SOLICITA	ATION	TION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				EMS					PA	GE 2 OF 127
19. ITEM NO.			20. SCHEDULE OF SU	PPLIES/ SERVI	CES		21. QUANTI	TY 22.	. UNIT	23. UNIT F	RICE	24. AMOUNT
19. ITEM NO.					CES		21. QUANTI	TY 22.	. UNIT	23. UNIT F	RICE	24. AMOUNT
32a. QUANTITY II	COLUI	MN 21 H	AS BEEN				•					
RECEIVED	INSPE	ECTED	ACCEPTED, AND CONF	ORMS TO THE O	CONTRAC	T, EXCEPT	AS NOTED:					
32b. SIGNATURE REPRESEN	JRE OF AUTHORIZED GOVERNMENT 32c. DATE SENTATIVE				TED NAME AND RESENTATIVE	O TITLE OF	· AUTHOR	RIZED GOVE	RNMEN <sup>-</sup>	Т		
32e. MAILING AD	32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			E	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE							
						32g. E-MAI	L OF AUTHORI	IZED GOVE	ERNMEN	T REPRESEI	ITATIVE	
33. SHIP NUMBER	FINAL		UCHER NUMBER	35. AMOUNT VE CORRECT		36.	PAYMENT COMPLET	TE PAF	RTIAL	FINAL	37. CHE	CK NUMBER
38. S/R ACCOUN	T NUMBI	ER 39.	S/R VOUCHER NUMBER	40. PAID BY		<u> </u>						
			S CORRECT AND PROPER		42a. RE	CEIVED BY	(Print)					
41b. SIGNATURE	and tit	LE OF C	CERTIFYING OFFICER	41c. DATE	15:							
				42b. RE	CEIVED AT	(Location)						
			42c. DA	TE REC'D (	YY/MM/DD)	42d. TOTA	AL CONT	AINERS				

# Section SF 30 - BLOCK 14 CONTINUATION PAGE

# **PREAMBLE**

- A. This contract is for personal services and creates an employer-employee relationship between the Government and the individual Health Care Provider (HCP) in accordance with DFARS 237.104(b)(ii)(A)(3).
- B. The performance of the individual HCP(s) under the Personal Services Contract (PSC) is subject to day-to-day supervision and control by Air National Guard and healthcare facility personnel comparable to that exercised over military and civil service personnel engaged in comparable work.
- C. Any personal injury claims alleging negligence by the individual HCPs within the scope of the HCP's performance of the PSC shall be processed by DoD as claims alleging negligence by DoD military or civil service HCPs.
- D. The PSC does not create an employer-employee relationship between the Government and any corporation, partnership, business association or other party or legal entity with which the individual HCP(s) may be associated.

# Section SF 1449 - CONTINUATION SHEET

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0001 Lot \$0.00

 $Psychological\ Health care\ -\ Labor$ 

**FFP** 

Regions 1, 2 and 3 as detailed under "Regions". 44 Psychological Healthcare Subject Matter Expert (PHSME), 3 Regional Lead Psychological Healthcare Providers and 1 Psychological Healthcare Program Manager.

Task order labor rates shall not exceed those quoted in response to W9133L-10-R-0099.

FOB: Destination SIGNAL CODE: A

NET AMT \$0.00

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0002 Lot \$0.00

PHSME Additional Hours - Labor

FFP

When PHSME, Lead or PM is required to work outside of the normal 8 hour work day the authorized work shall be invoiced under this After Hours Work CLIN. After hours work will be limited by the available funding but shall not exceed the lesser of 10 hours per week or 480 hours per year without authorization from Air National Guard Bureau at Andrews AFB. All additional hours will be verified and approved by the individual wing representative.

Task order labor rates shall not exceed those quoted in response to W9133L-10-R-0099.

FOB: Destination SIGNAL CODE: A

NET AMT \$0.00

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0003 Lot \$0.00

Travel and ODC - Program Manager & Leads

**COST** 

Program Manager - 1-5 Unit Visits, Annual trip to Readiness Frontiers/HITECH, local meetings, material/supply requirements, and Other Direct Costs (ODC). ~\$25K per year

Regional Leads - Annual trip to Readiness Frontiers/HITECH, ANG Indoctrination Training, regional travel and ODC. ~\$16K per Lead per year.

All reimbursable travel shall be approved by the Contracting Officer's Representative (COR) in advance of expenses bein incurred. All travel shall be conducted in accordance with the Joint Travel Regulations. All travel arrangements shall be made by the traveler during normal business hours. No G&A or other overhead shall be charged on Travel and ODC. No travel expenses in excess of the standard per diem rate or most economical airfare (Economy/Coach) shall be reimbursed without the written approval of the Contracting Officer (KO) in advance of expenses being incurred.

FOB: Destination SIGNAL CODE: A

ESTIMATED COST \$0.00

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0004 Lot \$0.00

Travel and ODC - Wing Level

**COST** 

Travel, materials & Other Direct Costs (ODC) within the 44 wing or unit operating areas by Wing/Unit level PHSME. ~\$5,000 per PHSME per year.

All reimbursable travel shall be approved by the Contracting Officer's Representative (COR) in advance of expenses being incurred. All travel shall be conducted in accordance with the Joint Travel Regulations. All travel arrangements shall be made by the traveler during normal business hours. No G&A or other overhead shall be charged on Travel and ODC. No travel expenses in excess of the standard per diem rate or most economical airfare (Economy/Coach) shall be reimbursed without the written approval of the Contracting Officer (KO) in advance of expenses being incurred.

FOB: Destination SIGNAL CODE: A

ESTIMATED COST

\$0.00

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT Lot \$0.00

OPTION Psychological Healthcare - Labor

FFP

Regions 1, 2 and 3 as detailed under "Regions". 44 Psychological Healthcare Subject Matter Expert (PHSME), 3 Regional Lead Psychological Healthcare Providers and 1 Psychological Healthcare Program Manager.

Task order labor rates shall not exceed those quoted in response to W9133L-10-R-0099.

FOB: Destination SIGNAL CODE: A

NET AMT \$0.00

Page 8 of 127

ITEM NO SUPPLIES/SERVICES **QUANTITY UNIT UNIT PRICE AMOUNT** 1002 Lot \$0.00 OPTION

PHSME Additional Hours - Labor

When PHSME, Lead or PM is required to work outside of the normal 8 hour work day the authorized work shall be invoiced under this After Hours Work CLIN. After hours work will be limited by the available funding but shall not exceed the lesser of 10 hours per week or 480 hours per year without authorization from Air National Guard Bureau at Andrews AFB. All additional hours will be verified and approved by the individual wing representative.

Task order labor rates shall not exceed those quoted in response to W9133L-10-R-0099.

FOB: Destination SIGNAL CODE: A

> **NET AMT** \$0.00

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SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE** ITEM NO **AMOUNT** 1003 Lot \$0.00 OPTION

Travel and ODC - Program Manager & Leads

**COST** 

Program Manager - 1-5 Unit Visits, Annual trip to Readiness Frontiers/HITECH, local meetings, material/supply requirements, and Other Direct Costs (ODC). ~\$25K per year

Regional Leads - Annual trip to Readiness Frontiers/HITECH, ANG Indoctrination Training, regional travel and ODC. ~\$16K per Lead per year.

All reimbursable travel shall be approved by the Contracting Officer's Representative (COR) in advance of expenses bein incurred. All travel shall be conducted in accordance with the Joint Travel Regulations. All travel arrangements shall be made by the traveler during normal business hours. No G&A or other overhead shall be charged on Travel and ODC. No travel expenses in excess of the standard per diem rate or most economical airfare (Economy/Coach) shall be reimbursed without the written approval of the Contracting Officer (KO) in advance of expenses being incurred.

FOB: Destination SIGNAL CODE: A

> **ESTIMATED COST** \$0.00

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 1004 Lot \$0.00

OPTION Travel and ODC - Wing Level

**COST** 

Travel, materials & Other Direct Costs (ODC) within the 44 wing or unit operating areas by Wing/Unit level PHSME. ~\$5,000 per PHSME per year.

All reimbursable travel shall be approved by the Contracting Officer's Representative (COR) in advance of expenses being incurred. All travel shall be conducted in accordance with the Joint Travel Regulations. All travel arrangements shall be made by the traveler during normal business hours. No G&A or other overhead shall be charged on Travel and ODC. No travel expenses in excess of the standard per diem rate or most economical airfare (Economy/Coach) shall be reimbursed without the written approval of the Contracting Officer (KO) in advance of expenses being incurred.

FOB: Destination SIGNAL CODE: A

ESTIMATED COST \$0.00

# CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM	MINIMUM	MAXIMUM	MAXIMUM
QUANTITY	AMOUNT	QUANTITY	AMOUNT
0.00	\$0.00	100.00	\$17,050,000.00

### DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

The minimum quantity and order value for each Delivery/Task Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery/Task Order issued shall not exceed the maximum quantity and order value stated in the following table.

MINIMUM	MINIMUM	MAXIMUM	MAXIMUM
QUANTITY	AMOUNT	QUANTITY	AMOUNT
0.00	\$0.00	100.00	\$17,050,000.00

### CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

The minimum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not be less than the minimum quantity(s) and CLIN value(s) stated in the following table. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table.

	MINIMUM	MINIMUM	MAXIMUM	MAXIMUM
CLIN	QUANTITY	AMOUNT	QUANTITY	AMOUNT
0001	0.00	\$0.00	100.00	\$6,000,000.00
0002	0.00	\$0.00	50.00	\$1,500,000.00
0003	0.00	\$0.00	75,000.00	\$75,000.00
0004	0.00	\$0.00	450,000.00	\$450,000.00
1001	0.00	\$0.00	100.00	\$7,000,000.00
1002	0.00	\$0.00	50.00	\$1,500,000.00
1003	0.00	\$0.00	75,000.00	\$75,000.00
1004	0.00	\$0.00	450,000.00	\$450,000.00

# CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN 0001	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY 100.00	MAXIMUM AMOUNT \$6,000,000.00
0002			50.00	\$1,500,000.00
0003			75,000.00	\$75,000.00
0004			450,000.00	\$450,000.00
1001			100.00	\$7,000,000.00
1002			50.00	\$1,500,000.00
1003			75,000.00	\$75,000.00
1004			450,000.00	\$450,000.00

# INSPECTION AND ACCEPTANCE TERMS

# Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government

# **DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 20-SEP-2010 TO 19-SEP-2011	N/A	SEE SCHEDULE N/A N/A AA N/A FOB: Destination	SCHED1
0002	POP 20-SEP-2010 TO 19-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
0003	POP 20-SEP-2010 TO 19-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
0004	POP 20-SEP-2010 TO 19-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
1001	POP 20-SEP-2011 TO 19-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
1002	POP 20-SEP-2010 TO 19-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
1003	POP 20-SEP-2010 TO 19-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
1004	POP 20-SEP-2010 TO 19-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1

# CLAUSES INCORPORATED BY REFERENCE

52.243-1 Alt III Changes--Fixed Price (Aug 1987) - Alternate III

APR 1984

#### CLAUSES INCORPORATED BY FULL TEXT

### 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 or 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.
- (1) 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) <u>Compliance with laws unique to Government contracts</u>. 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; and (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)

# 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2010)

(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: (Contracting Officer check as appropriate.)
(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 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) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
(7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
(8) [Reserved].
(9)(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.
(10)(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.
(11) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
(12)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2010) (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.
(13) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
(14) 52.219-16, Liquidated DamagesSubcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
(15)(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.
(16) 52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
(17) 52.219-26, Small Disadvantaged Business Participation ProgramIncentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
_X_ (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
(19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
_X_ (20) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
_X_ (21) 52.222-19, Child LaborCooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
_X_ (22) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
_X_ (23) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

_X_ (24) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other
Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
_X_ (25) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
_X_ (26) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
_X_ (27) 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.)
(28) (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.)
(29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)
(30)(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
(31) 52.225-1, Buy American ActSupplies (JUNE 2003) (41 U.S.C. 10a-10d).
(32)(i) 52.225-3, Buy American ActFree Trade AgreementsIsraeli 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, 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.
(33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
(34) 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).

(35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
(36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
(37) 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))
(38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
_X_ (39) 52.232-33, Payment by Electronic Funds TransferCentral Contractor Registration (OCT 2003) (31 U.S.C. 3332).
(40) 52.232-34, Payment by Electronic Funds TransferOther than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)
(41) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
(42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
(43)(i) 52.247-64, Preference for Privately Owned U.SFlag 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: (Contracting Officer check as appropriate.)
(1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
(3) 52.222-43, Fair Labor Standards Act and Service Contract ActPrice 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 ActPrice 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 EquipmentRequirements (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 (May 2004) (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 \$550,000 (\$1,000,000 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 Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (vii) Reserved.
- (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, Employment 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.

- 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2010) (DEVIATION)
- (a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the 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 the 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 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.
- (b)(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(i) 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 (May 2004) (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 \$550,000 (\$1,000,000 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 Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (vii) Reserved.
- (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, Employment 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.

### 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 18 SEPTEMBER 2013.

(End of clause)

# 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 24 months.

# 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (MAY 2004)

- (a) Definition. Service-disabled veteran-owned small business concern--
- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
- (b) General. (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.
- (2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.
- (c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for--
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;
- (2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteranowned small business concerns:
- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.
- (d) A joint venture may be considered a service-disabled veteran owned small business concern if--
- (1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;
- (2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

- (3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.
- (4) The joint venture meets the requirements of 13 CFR 125.15(b)
- (e) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

# 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://farsite hill.af mil/

# 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2010)

- (a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.
- \_X\_ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).
- (b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.
- (1) \_X\_252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).
- (2) \_\_\_\_ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (3) \_\_\_\_ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).
- (4) \_\_\_\_ 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).
- (5) \_\_\_\_ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).
- (6) \_\_\_\_\_ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (7) \_\_\_\_\_ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (8) \_\_\_\_\_ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).
- (9) \_\_\_\_\_ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (10) \_\_\_\_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (11) )(i) \_\_\_\_ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) \_\_\_\_ Alternate I (SEP 2008)
- (12) \_\_\_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (13) \_X\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) 252.225-7036, Buy American ActFree Trade AgreementsBalance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
(ii) Alternate I (JUL 2009) of 252.225-7036.
(15) 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
(16) 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
(17) 252.227-7015, Technical DataCommercial Items (NOV 1995) (10 U.S.C. 2320).
(18) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
(19) _X_ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
(20) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
(21) 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
(22) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).
(23)(i) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
(ii) Alternate I (MAR 2000) of 252.247-7023.
(iii) Alternate II (MAR 2000) of 252.247-7023.
(iv) Alternate III (MAY 2002) of 252.247-7023.
(24) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive OrdersCommercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).
(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
(End of clause)

# PERFORMANCE WORK STATEMENT

# PERFORMANCE WORK STATEMENT (PWS) FOR ANG UNIT PSYCHOLOGICAL HEALTHCARE SUBJECT MATTER EXPERTS

### **SECTION I:**

### A. INTRODUCTION

Air National Guard

**Enduring Priorities:** 

Federal and State: "Secure the Homefront and Defend the Nation, Develop Adaptable Airmen and Transform from a platform-based to a capabilities-based force"

1.1 Period of Performance: Two Year Ordering Period.

# B. BACKGROUND and PURPOSE OF CONTRACT

The Air National Guard (ANG), an active duty component of the Air National Guard Bureau (ANGB) and the U.S Department of Defense (DoD) has the urgent need to provide mental health support services per provision 10 U.S.C., Chapter 55; Section 723, National Defense Authorization Act for FY 2007, Pub. L. 109-163 and the Report of the DoD Task Force on Mental Health (TFMH), June 2007 specifically behavioral health and support services for Air National Guard (ANG) members as part of pre-deployment resiliency training and post deployment reintegration to civilian life. 10 U.S.C., Chapter 55 establishes Federal responsibility for Prevention, Mitigation, and Treatment of Blast Injuries (Pub. L. 109-163 (1) (D), Access to Health Care Services for Beneficiaries Eligible for TRICARE and the Department of Veterans Affairs Health Care (Pub. L. 107-314, (A), (C) Health Care Management Demonstration Program (Pub. L. 106-398, (a), (b, 1-2), to run mental health related programs as directed by DoD, State JTFHQ, Air Force or NGB that may include but not limited to intervention and rehabilitation programs for returning troops who have developed post traumatic stress disorder (PTSD), experienced traumatic brain injuries (TBI), and/or other behavioral health problems associated with an individual's inability to reintegrate into civilian life. Some states and local communities currently lack access, coordination and/or professional intervention services of mental health providers and related support systems. The Air National Guard (ANG) faces unique challenges to provide mental health support to its members. ANG wings are community based and are seldom within the catchment area of a military treatment facility; and have varying degrees of capabilities between communities and states. Since the ANG does not provide medical treatment, all care is received externally through AD MTF/TRICARE (if eligible), the Veterans Health Administration (VA) and health insurance provided through a Guard member's or civilian

spouse's civilian employer. Additionally, psychological health is not a core competency of the ANG; resulting in an inconsistency between a state's ability to design and implement a psychological health program.

This contract also addresses the recommendations: 5.4.1.6, 5.4.1.10, 5.4.1.11, 5.4.1.12, 5.4.1.14 of the DoD Plan to Achieve the Vision of the DoD Task Force on Mental Health, September 2007 Report to Congress; "to place a Director of Psychological Health at each of the 54 Joint Force Headquarters (JFHQ)", for Army and Air National Guard service, under direction of the state Adjutant General (TAG) who may appoint a Joint Director for oversight. In addition, the Air National Guard has been tasked to also fill Psychological Health Subject Matter Expert (PHSME) positions at each of the 89 Air National Guard Wings.

To fulfill this mission, the Contractor, in partnership with ANG, will identify behavioral health provider networks of locally based mental health clinicians/counselors who will offer mental health counseling and associated support services for ANG members and their families. In addition, the Contractor will place a Psychological Healthcare subject Matter Expert in each of the 89 ANG Wings who will coordinate and manage mental health counseling and resource services and/or oversee qualified providers and other mental health resources within his/her respective state. The designated Wing Project Officer in coordination with the ANG Contracting Officer Technical Representative (COTR) will provide technical oversight to ensure delivery of professionally sound, standardized and cost-effective services.

The purpose of this contract is to obtain a contractor who will identify and provide ANG Wing Psychological Healthcare Subject Matter Experts (WPHSME) who will coordinate counseling and/or oversee mental health services to ANG members and their families located throughout the United States including the Pacific Islands, Puerto Rico and the Virgin Islands, wherever Air National Guard members and their families are located. All ANG psychological health support services will complement one another and provide ANG members with valuable assistance in their management of behavioral health issues to include: mild readjustment issues to varying degrees of traumatic brain injuries and/or post traumatic stress disorder (PTSD) sustained through deployment. An additional goal is to decrease the stigma associated with seeking "mental health" services as well as improve access to qualified mental health providers at the critical point, when an ANG member (or family member) recognizes the need for mental health intervention.

### C. TRANSITION ACTIVITIES

# a. Phase In

In order to ensure continuity of services, ANG will require the Contractor to provide a seamless implementation. During this period, existing state behavioral health resources may/may not be established or may be at various implementation levels. The contractor will familiarize all applicable staff to ensure successful operations to achieve measurable outcomes. The Contractor's transition plan will incorporate and provide for adequate coverage to maintain uninterrupted, comprehensive behavioral

health services to ANG members, and will be effectively and efficiently administered and completed within a reasonable time frame.

The Contractor shall, immediately upon award of the contract, contact the ANG Air Surgeon Directorate Project Officer to plan implementation of the contract. The contractor's phase-in plan must provide for full operation of the program in coordination with the Wing Psychological Healthcare Subject Matter Expert (PHSME) in the 54 (states and territories) and the 89 ANG Wing Medical Group delegated representatives to begin working as proposed and work begins as planned to achieve full operation.

The contractor shall provide each Wing with two fully qualified candidates as outlined in the qualifications section of this PWS and position description (PD). The Wing will assign a designated representative to perform the interview process and recommend a candidate to fulfill the WPHSME position to the contractor. The contractor in turn will notify Wing Project Officer and the ANG COTR when a PHSME is hired for that Wing and the projected employment start date.

Each 89 ANG Wing representative/s working with their State PHSME, and the Contractor shall indoctrinate and brief new PHSMEs in the culture, mission and organizational structure of the Air National Guard. The ANG Medical Groups will also be responsible to indoctrinate Wing PHSMEs on DoD, AF and NGB Behavioral Health policies and programs.

Offerors are requested to describe, as part of the phase in plan, specific objectives, including time frames necessary to achieve a smooth, flawless implementation to deliver services, to include using DoD, AF and NGB Mental Health data systems in utilization and specific case management activities should it be awarded this component of the contract.

### b. Transition Plan

The transition plan will include methods, policies and protocols that outline in detail how the personnel will be identified and services will be implemented. Some of the policies, procedures, and other requirements may be addressed or incorporated in various contract deliverables of this contract.

- a. A basic outline which details goals and measurable objectives including timeframes how the Contractor will assume sole responsibility for service delivery from award to complete implementation.
- b. Identification of: including roles, responsibilities and lines of communication; internally and with DoD, AF, NGB, State JFHQ, State PHSME, Wing Leadership, Veterans Health Administration and TRICARE or any other civilian organization providing mental health services for ANG members.
- c. Methods to orient new staff to the DoD, AF, NGB, State and expected mental health requirements and clinical training on the specifics of TBI and PTSD. The Government may provide clinical oriented TBI and PTSD training specific to the guard member exposed to traumatic events relating to their duties.

- d. Timelines and plan for hiring new Wing Psychological Healthcare Subject Matter Expert (WPHSME) and identified state affiliate counselor resources/networks where needed.
- e. Plan to transfer any applicable current cases, records and other direct service responsibilities to new state Psychological Healthcare subject Matter Expert for administrative oversight if requested.

### c. Contract Phase-Out Services

At the end of this contract, if deemed necessary by the Government (ANG COTR), the Contractor shall provide similar transition planning and cooperation to the successor Contractor (refer to Federal Acquisition Regulation (FAR) Clause 52.237-3 Continuity of Services).

### D. SCOPE

Services will be provided for ANG members and their families, as related to the mental health needs of the ANG member. Services are to be provided for ANG members regardless of their physical geographic location within a U.S. State or Territory. Currently, services are provided through a variety of Federal and State programs with varying success. The Government reserves the right to add services under this contract for state and local governments and any other entities in the future, consistent with any authorities delegated to ANG to directly augment state and/or local governments and/or to assist other federal organizations to achieve their associated missions.

When requested by the ANG COTR, the Contractor shall develop a packet requesting Office of Management and Budget (OMB) clearance and approval for Client Satisfaction Surveys. The ANG COTR will forward this packet to OMB for clearance per Government requirement.

ANG will require a service tracking and management system that is a comprehensive report that includes analysis by the state, and an aggregate of all services by state and case records. The Contractor may be required to provide an electronic data feed of information for input to another Federal agency's MIS or medical management case data system.

Offerors are requested to describe, as part of their proposal, what information and capabilities they will provide to support the ANG to promote the awareness and utilization of this service and decrease any mental health stigma future for returning ANG members.

# **SECTION II:**

#### A. TECHNICAL REQUIREMENTS AND DELIVERABLES

Psychological Health Services (PHS) will be a comprehensive service designed to assist in all efforts to resolve a continuum of mental health concerns from mild adjustment disorders; including associated personal problems related to traumatic

brain injury (TBI) and post traumatic stress disorder (PTSD) that adversely impacts reintegration to civilian life to assistance to family members caring for Guard members with severe TBI or PTSD. The goal of the psychological health service is to address such problems in the guickest, least restrictive, most convenient, and least costly manner while strictly respecting ANG member's confidentiality. Psychological health services will be offered to any of the approximately 107,000 ANG members and their family members. These services are tailored and delivered according to the mental health needs of each individual through various combinations of mental health resource identification, communication of applicable benefits and other counseling services within a state/territory and the military system framework. Initial contact will have a greater emphasis on assessment, referral, and resource identification; for example, connecting the ANG member with a confirmed appointment or other mental health resource. Services that address longer term or more complex problems will also require personal assistance and resource identification within the given military or civilian structure for "follow through" to the appropriate heath care provider(s) or institution.

This contract is not an exclusive contract to provide all psychological health services for the ANG, e.g., to meet the needs of service member's psychological health concerns. Other Federal or State agencies and/or contracts may participate in an individual's reintegration needs. The ANG expects collaboration among all contractors working for the DoD, State and local communities.

# a. Optional Services:

Optional Services are designed to be delivered on a stand-alone basis as a complement to other services received by states/territories to help fill gaps in services, and to provide a more complete solution to meeting behavioral health needs of individual ANG members and their families. These services may involve any service that requires special emphasis to meet an individual's needs unique to a particular state.

#### These services include:

- a. Stand-alone Drug Free Workplace Services including Substance Abuse Professional Services.
- b. Stand-alone Behavioral Health Education and Training Services including various techniques, media, and other means of communication.
- c. Stand-alone Targeted Assessment, Screening and Referral Services, e.g., for alcohol, depression, hospitalization or other adjustment concerns.
- d. Stand-alone Preventive and Intervention Services based on results of a variety of assessments, e.g., surveys of health and productivity within a specific group or state. At ANG's discretion, the vendor will conduct assessments including, but not limited to, surveys.
- e. Stand-alone Behavioral Health Return to Work Services.

- f. Other stand-alone health related services as needed per ANG request.
- f. Web based or Tele-health services
- g. Suicide and Violence Prevention Programs
- h. Resiliency Programs
- b. Integration of Services

The Government is seeking a Contractor(s) to provide psychological health services, through the provision of the ANG COTR and Wing Project Officer in collaboration with the State Directors of Psychological Health, and/or Optional Services.

Section II, paragraph C, provides information regarding the technical aspects of the Psychological Health Services and other optional Services.

All NGB Contractors shall work together to collaborate on providing a seamless operation. The Government shall provide point of contact information to the awarded Contractor to all other contracted partners to ensure comprehensive communication.

The Contractor is required to ensure that services are designed to work collaboratively to fully support any other contract award to meet the overall needs of eligible service members in their respective states, consistent with applicable laws and regulations concerning privacy and confidentiality.

Contractors are required to support each other when requested by NGB. For example, the PDHRA program (See Definitions), or other deployment related programsThe ANG contractor personnel are to maintain awareness of service members who are eligible to participate in other contracted as well as Federal benefit programs. The ANG contractor will screen service members for other needs and refer them to the most appropriate resources for the needed service, with consideration given to all eligible benefits. The ANG contractor will offer to transfer or connect the service member to an AD MTF,VA hospital, Vet Center, TRICARE provider or other appropriate resource when that is in the best interest of the individual.

If an ineligible individual requests services from the Contractor, the Contractor will endeavor to promptly connect the employee with the organization responsible for delivering the requested service. If unable to meet emergent needs by doing so, the Contractor is to deliver services (within scope) needed to meet emergent needs and notify the Wing Project Officer and ANG COTR. Similarly, if the Contractor is unable to determine eligibility for service, the Contractor will meet emergent needs and notify the ANG COTR and Wing Project Officer.

The Contractor must have an efficiently accessible DoD, VA and private insurance plan benefits information system that enables the contractor to quickly identify the member's benefits and the services available to the ANG member.

# B. PSYCHOLOGICAL HEALTH SERVICES (PHS)

In performance of this contract, the Contractor, independently and not as an agent of the Government, shall provide all necessary personnel, management, and supervision to support comprehensive PHS services. The Contractor shall provide the services in accordance with Section 5.

The goals of the service include:

- ➤ To provide high quality services that are ANG member specific; friendly and comprehensive, while typically increasing state/territory utilization rates to promote Air National Guard member readiness.
- ➤ To assist ANG program managers and supervisors to improve ANG member and their families psychological health well-being by managing professional services and/or overseeing an individual's mental health needs.
- > To provide consultation and support to help address organizational and individual health care situations which may have a detrimental effect on ANG member's psychological health.
- > To offer consultative guidance and advice to Wing ANG senior leadership on DoD, AF, NGB and state specific mental health needs based on Guard member demographics and mental health status.
- > To provide Air National Guard oriented mental health training throughout the full spectrum of their employment in the Air National Guard.

### A. POLICY CONCEPTS

ANG will act as the lead in a consortium of states and territories that seek a variety of services for their ANG members and their families.

The policy concepts which these services operate are as follow:

- 1. The Air National Guard, as an employer, recognizes TBI, PTSD, mental and emotional disorders, alcoholism and/or other drug abuse as treatable conditions. The ANG members suffering from these conditions should receive the same assistance that is presently extended to employees having any other illness.
- 2. The Wing PHSME will work with Commanders, managers and supervisors to design and promote services that will address individual's mental health issues and prevent potential issues from developing. Services also will be provided for individual ANG members to improve civilian work performance by assisting in the resolution of personal problems, and enhancing their ability to balance and manage both their work and other life responsibilities.
- 3. Psychological Health Services (PHS) will interface with other ANG joint programs so as to result in an integrated, seamless support program for all ANG members.

- 4. Except for the limitations for sensitive positions (as provided by Section 201(c)(2) of PL 91-616 and Section 413 (c)(2) of PL 922-255 and according to Executive Order 12564), no member's job security or promotional opportunity will be jeopardized as a result of a request for either PHS counseling/problem solving or outside assistance in connection with the treatment of emotional problems, alcohol and/or other drug abuse.
- 5. Professional ethics and the principles of confidentiality stated in the Privacy Act will be adhered to at all times, with the exception of the limited confidentiality extended to any ANG member who has divulged information that requires a mental health provider to report that concern; per applicable State and Federal laws, guidelines and regulations. In all such cases, the results may be disclosed without ANG member consent to the ANG COTR, State and or Wing leadership, and/or the Guard member's Commander.

All medical and counseling/problem solving records, as well as any information obtained by contact with, or employee visits to the PHS, will be kept in a confidential manner in accordance with the mental health system of records and Section 122 and 303 of PL 93-282, the Privacy Act of 1974 and 42 CFR, Part 2 "Confidentiality of Alcohol and Drug Abuse Patient Records." Because the regulations prohibit implicit and negative disclosure about persons with alcohol and/or other drug abuse problems, including whether or not a given person has utilized the PHS, the confidentiality of all ANG members shall be maintained.

- 6. The PHS services will provide confidential consultation, assessment, problem solving and/or outside referral and follow-up services for ANG members and their family members, as well as Commanders who seek help for themselves and/or the ANG members for whom they supervise.
- 7. Any member who decides to coordinate a visit to the PHS with permission of a Commander may, based on the policy of the Air National Guard, be considered on official duty (however may be in a non-pay status) while at the PHS for assessment and/or short-term counseling/problem solving. When PHS visits are coordinated with and approved by the Commander, sick or annual leave may or may not be charged to the ANG member. Full time ANG members who self-refer to the PHS without a supervisor's knowledge may use sick or annual leave to utilize the assessment, counseling, and/or in- or outpatient treatment of the PHS.

## B. POST AWARD CONFERENCE

The Contractor's, and other appropriate corporate personnel shall meet with the Contracting Officer, ANG COTR, and other ANG staff for a post award conference within ten (10) days of the award of the contract to thoroughly review the requirements of the contract document, contract administration procedures and invoicing requirements. Within thirty (30) days of the award of the contract, ANG shall visit the Contractor's corporate office and meet with them to discuss and present the organizational structure and pertinent information about the personnel management policies and procedures of customer organizations. The contracting officer, ANG

COTR, and other relevant managers should participate in the meeting at the Contractor's corporate office, if requested.

# C. MANAGEMENT INFORMATION SYSTEM ()

The privacy and confidentiality of all ANG member identifying data managed as part of this contract must be handled as specified in Section 5.10 System of Records and Management Information System in the solicitation.

## D. DEFINITIONS

These definitions shall apply when used in the provision of service delivery and throughout this contract.

- 1. **Activation**: Order to active duty (other than to training).
- 2. **Active Duty**: Full time duty in the active service of a Uniformed Service including active duty training (full time training duty and full time attendance at a school designated as a military service school, e.g. United States Military Academy).
- Affiliate: An individual or group of professional mental health practitioners who, through
  a contractual relationship with the prime Contractor, provide counseling services to ANG
  members and/or their family members. All Affiliates shall meet the requirements of
  qualified counselor as defined herein.
- 4. **Wounded Warrior Program**: Formally known as the Disabled Soldier Support program (DS3), this program provides support and coordination of care to all members of the Armed Services and their families through all phases of recovery and rehabilitation from injury.
- 5. Wing Suicide Prevention Program This Air Force wide initiative encompasses efforts to provide quality education, enhanced prevention and improved event tracking regarding the suicide prevention program endorsed by the Air Force. Efforts will be made at the Wing level to tailor psychosocial and prevention programs appropriate for the particular climate and needs of each unit.
  - Automated Neuropsychological Assessment Metric (ANAM) Automated Neuropsychological Assessment Metrics. The ANAM is a 20-25 minute neuropsychological assessment designed to detect gross abnormalities in cognitive functioning. The testing is currently mandated as a baseline screening for Airmen who will be deploying under Title 10 status in areas where they will be receiving hazardous duty pay. The ultimate goal of ANAM is to have a predeployment (aka, baseline) measure should an Airman show evidence of experiencing a head injury during deployment. This baseline measure could later be used as a comparison for future, follow-up ANAM assessments.
- 6. **Alcohol Abuse**: A maladaptive pattern of alcohol use leading to clinically significant impairment or distress as manifested by one or more of the following: failure to fulfill

major role obligations at work, school or home; legal problems resulting from the use; recurrent use in situations in which it is physically hazardous; and/or continuous use despite having persistent or recurrent social or interpersonal problems caused or exacerbated by the effects of the alcohol.

- 7. **Assessment and Referral**: Professional counseling including an assessment, various educational and motivational activities, and referral to an appropriate community resource.
- 8. **Front Line Supervisor's Course -** This ½ day course provides in-depth training for supervisors to enhance their ability to recognize and effectively intervene with personnel suffering from emotional distress secondary to a variety of life problems, and builds upon skills first learned during annual suicide prevention training and various professional military education activities.
- Beneficiary: Individual eligible to receive medical care provided by military medical facilities and the TRICARE network and can include active duty personnel, active duty dependents, military retirees and their dependents, and survivors of deceased service members.
- 10. Case Management: An activity aimed at assessing the member's progress and needs to help ensure that appropriate services are provided. This may include, but is not limited to, contacts with the member, service provider(s), significant others and ANG representatives as appropriate.
- 11. Case Record: The electronic and any hard copy record of case activity.
- 12. **Casualty Assistance Officer**: Specially trained officer and enlisted personnel who are charged with personally notifying family members of the death of an active duty service member. They provide initial guidance and support in assisting families in dealing with the loss of a military member.
- 13. **Chain of Command**: the succession of commanding officers from a superior to a subordinate through which command is exercised.
- 14. **Client/ ANG member/ service member**: An individual, eligible under applicable ANG policies, who receives services through this contract.
- 15. **Conflict-of-Interest Assignment/Referral**: Assignment or referral of any member(s) to an affiliate counselor or resource in which the referring Counselor and/or the Contractor has a financial interest or any other interest.
- 16. Continuous Quality Improvement (CQI): The analysis of processes to reduce unnecessary variation and improve the quality of the products and services delivered and the use of methodologies to develop new products, services, or processes which offer benefits to ANG members. This process includes the analysis of evaluations from trainings and orientations, customer satisfaction surveys, and record reviews, as well as staffing patterns, Substance Abuse Professional coverage, Information System data, etc.

- 17. **Continuous Quality Improvement Reports**: Statistical and narrative reports that summarize the findings of the Contractor's Continuous Quality Improvement process.
- 18. **Contractor**: A company that has entered into a contractual relationship with ANG to provide services according to the terms described herein.
- 19. **Counseling/Problem Solving**: Professional counseling/ problem solving provided by Affiliates sub-contracted by the Contractor or within the TRICARE, VA Healthcare system or other accepted resources. Counseling/problem solving is solution-focused, supportive, motivational, educational and/or informative.
- 20. **Critical Incident**: A situation that is perceived to threaten life and/or cause serious physical and/or emotional injury or distress to a person or group. The contractor shall provide a critical incident report verbally to ANG within 24 hours of being notified of each critical incident.
- 21. **Critical Incident Stress Debriefing (CISD)**: A formal, intervention model, voluntary group meeting between a trained or Affiliate Counselor and group exposed to the same stressful event/incident following an event/incident.
- 22. **Critical Incident Stress Management (CISM)**: Constellation of services or activities that may be used by an organization to respond to and manage a critical incident. Services and activities include, but are not limited to, "inoculations," defusings, debriefings, outreach to the workforce, psycho-educational activities related to trauma, anniversary responses, consultation, etc.
- 23. Coordinating Authority: A commander or individual assigned responsibility for coordinating specific functions or activities involving forces of two or more military department forces in the same Service. The Commander or individual has the authority to compel agreement. Coordinating authority is more applicable to planning than operations.
- 24. **Dependent/Immediate Family**: A service member's spouse, children who are unmarried and under 21 years of age or who, regardless of age, are physically or mentally incapable of self support; dependent parents; including step and legally adoptive parents of the service member's spouse; and dependent brothers and sisters including step and legally adoptive brothers and sisters.
- 25. Direct care: Health care for active duty and other classes of beneficiaries provided inside the military treatment facilities (MTF) system; e.g. care received at the National Naval medical Center, Walter Reed Army Medical Center, health care provided to forces deployed to combatant sites and other locations overseas.
- 26. **Directors of Psychological Health**: Individuals at the state level responsible for state program oversight; program information, answering and screening phone calls, providing information, and connecting callers and other requests for mental health services to the appropriate resource if needed.

- 27. **Drug Abuse**: Use of psychoactive substances that are consumed in amounts hazardous to individual health or safety of the community, are prohibited by the laws of the state or if otherwise legal are taken on one's own initiative rather than on the basis of qualified professional advice.
- 28. Drugs: Includes illegal, legal and/or over-the-counter drugs other than alcohol, caffeine or tobacco. Illegal drugs refer to those prohibited for use or possession by law or statute. It does not include the use of a controlled substance pursuant to a valid prescription or for other uses authorized by law. Legal drugs include both prescription and non-prescription medication.
- 29. **Emergency**: Any situation requiring immediate attention and/or intervention where there is danger to life and/or property.
- 30. Employees in Sensitive Positions:

Employees in positions designated as Special Sensitive, Critical Sensitive or Non-Critical Sensitive under Chapter 731 of the Federal Personnel Manual or employees in positions designated as sensitive in accordance with Executive Order No. 10450, as amended:

Employees granted access to classified information or who may be granted access to classified information pursuant to a determination of trustworthiness under Section 4 of Executive Order No. 12564:

Individuals serving under presidential appointments:

Law enforcement officers as defined in 5 U.S.C. 8331 (20) and 8401 (17); or

Other positions that involve law enforcement, public health or safety, national security, the protection of life and property or other functions requiring a high degree of trust and confidence.

**Family members**: Relatives of service members regardless of home address, or significant other living in the employee's household. This group can include but is not limited to Service member parents, step-parents, grandparents, siblings, aunts, uncles, nieces, nephews cousins etc.

- 31. **Family Support Centers (FSC)**: FSCs are designed to offer family members of soldiers with a range of information including but not limited to provision of services provided by the installations, community resources, and other necessary information unique to service members' families.
- 32. **Health care provider**: A broad term encompassing licensed clinical professionals (e.g. physicians, psychologists, advanced practice nurses, licensed clinical social workers.
- 33. **Individual Medical Readiness (IMR)**: A means to assess an individual service member's readiness level against established metrics to determine medical deployability in support of contingency operations.

- 34. **Installation**: A grouping of facilities located in the same vicinity, which support particular functions. Installations may be elements of a base.
- 35. **Intake**: The process of a member requesting services and contact with a PHSME. The intake process also includes the completion of appropriate forms that result in either the opening of a new case file or re-opening of an existing one.
- 36. Professional staff employed by the Contractor and assigned to work on the ANG who are designated by the Government as functioning in positions that are significant to achievement of contract objectives.
- 37. **Medical Evaluation Board (MEB)**: Physical and/or mental health problems that are expected to render a service member unable to fully perform his/her duties exceeding 90 days require a MED. A limited duty board is a type of MEB that places a member in a less than full duty status for 6 months. If a service member has a condition that is incompatible with military duty or that results in disqualification from world-wide deployment for more than 12 months, he/she will be referred to a Physical Evaluation Board (PEB).
- 38. **Medical Holdover**: Demobilized Reserve Component soldiers with medical conditions and/or injuries sustained in the line of duty that render them non-deployable but volunteer to remain on active duty as they are treated medically.
- 39. **Medical Regulating**: The actions and coordination necessary to arrange for the movement of patients through the levels of care. The process matches patients with a medical treatment facility that has the necessary health service support capabilities and available bed space.
- 40. **Military One Source**: A toll-free, 24/7 clearinghouse service that provides information and resources to active duty personnel and their beneficiaries.
- 41. **Monitoring of Member Progress**: The PHSME's role in following a member's progress throughout the intervention or referral process. Such contact occurs on a periodic basis and with the member's authorization, and includes, but is not limited to, contacts with the member, the member's commander (if involved and appropriate), and resource(s) to which the member is referred, etc.
- 42. Offeror: Any organization that submits a proposal in response to this RFP.
- 43. **Post Deployment Health Assessment (PDHA)**: A mandatory procedure for each service member redeploying from combatant operations. It is composed of two parts. Each returning service member must fill out a form DD 2796; entitled PDHA. In addition to the completion of the form, the Service member must also have a face-to-face interview with a trained health care provider. This is to be completed within five days before or after redeployment. If this is not possible, the member's commander should ensure that it is completed, processed and filed in the permanent medical record within thirty days of the member's return.

- 44. **Post Deployment Health Re-Assessment (PDHRA)**: A mandatory program designed to identify and address health concerns with a specific emphasis on mental health issues that may have emerged over time since deployment and re-deployment. The PDRHA form (DD2900) which is also web based can be filled out on-line, provides a second health assessment for the three to six month period after re-deployment. These forms must be reviewed by a health care provider and any follow up with the service member must be undertaken.
- 45. **Pre-deployment Health Assessment**: A required form (DD 2795) that allows military personnel to record information about their general health and share concerns they may have prior to deployment. It also assists health care providers identify issues and provide medical care before, during and after deployments. It is mandatory for all deploying military personnel to fill out the form. It is to be completed and validated within 30 days prior to deployment. This is not to be confused with the periodic Health Assessment.
- 46. **Post Traumatic Stress Disorder (PTSD):** An anxiety disorder that can occur following the experience or witnessing of a traumatic event. A traumatic event is a life threatening event such as military combat, natural disasters, terrorist incidents, serious accidents or sexual assault in adult or childhood. Most survivors of trauma return to normal given a little time. However, some people will have stress reactions that do not go away on their own or may even get worse over time. These individuals may develop PTSD.
- 47. **ANG COTR**: The Contracting Officer's Technical Representative. An individual(s) appointed by the Contracting Officer and the COR to manage and monitor this contract from a technical standpoint. For purposes of this contract, the ANG COTR is identified as a member of the NGB/SG Directorate. In the absence of the ANG COTR, the COTR shall assign a designee to represent or act on their behalf.
- 48. **Purchased care**: Health services provided through a TRICARE contract that utilizes civilian resources.
- 49. Qualified Staff: See Section 5.3 (1) of this document for requirements.
- 50. **Redeployment**: The withdrawal and redistribution of forces; to transfer to another place or job.

## 51. Referral:

Self-Referral - voluntary and confidential use of the PHS by an employee or family member.

Formal or Informal Referral - referral to the PHS by a supervisor, commander or other management official of any member who has deteriorating job performance, time management, attendance and/or conduct problems either in writing (formal) or verbally (informal).

Other Referral - referral to the PHS of an employee by a union official, health unit,

family member or through any means other than self- or a supervisory referral.

- 52. **Release of Information Form**: A document signed by a ANG member that permits the health care provider to disclose specified information to identified supervisors/Commanders, treatment facilities, family members, etc. Except where disclosure without consent is allowed or required by law, the member's written consent shall be obtained prior to the release of information to any individual, institution and/or organization. This applies to all releases without regard to the type of problem the individual is experiencing.
- 53. Resource: An agency, organization, business, service, individual/practitioner and/or other system to which/whom the assessing health care provider or the PHSME may refer an employee or family member.
- 54. Resiliency DoD, AF or ANG program.....
- 55. **State Air National Guard**: Every U.S. state and territory, for both Air and Army Air National Guard, is a component of the psychological health program and may have slight nuances in the application to provide mental health services to its members.
- 56. **Statement of Understanding:** A document that describes the services available for mental health or resource assistance and its applicable confidentiality. It is given to the service member at the beginning of the first counseling session and includes a consent form that must be signed prior to the member receiving counseling services.
- 57. **Substance Abuse Prevention and Treatment**: programs designed to address the substance use, misuse, abuse and dependency needs of service members. Each service has oversight over their substance abuse prevention and treatment programs.
- 58. Substance Abuse Professional (SAP): Licensed physician (Medical Doctor or Doctor of Osteopathy), or licensed or certified psychologist, social worker, employee assistance professional or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of, and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.
- 59. **Supervisor or Management Consultation**: Discussion between any and service member's supervisor/management official to assess organizational needs; discuss potential and actual referrals; consult or confer regarding a client as appropriate during the course of counseling/problem solving monitoring, and/or follow-up; and/or managing a critical incident.
- 60. **Testing Designated Position (TDP)**: Any employment position that has been designated for random alcohol and/or other drug testing by Government mandate or management decision.
- 61. **Third Party Payments**: Payments made by a health insurance company that typically covers either part or all of the cost of medical and/or behavioral health treatment.

- 62. Tour-of-Duty: Employee work shift.
- 63. **Traumatic Brain Injury**: A blow or jolt to the head or a penetrating head injury. The injury may be caused by falls, motor vehicle accidents, assaults and/or other incidents. Blast and concussive events are a leading cause of TBI for active duty military personnel involved in war zones. TBI can temporarily or permanently impair a person's cognitive skills, interfere with emotional well-being and diminish physical abilities. Persons with TBI also remain at high risk for the development of delayed symptoms.
- 64. **TRICARE**: DoD's health care plan for active duty, active duty beneficiaries, retirees and their beneficiaries.
- 65. **Veterans Health Information Systems and Technology Architecture (VistA)**: The Veteran's Health Administration electronic medical information/record system.
- 66. **Utilization**: Utilization is tracked through counting numbers of persons or events. When utilization rates are provided they are calculated by annualizing these numbers and dividing by the total number in the category tracked, e.g., cases opened divided by the total covered ANG member population.

Utilization tracking for PHSME activity includes, but is not limited to, the following:

Consultations with ANG members/family members regarding any presented issue for which a case has not yet been opened. This may include provision of information, education, assessment, and or referrals.

Cases opened: The number of cases opened (with an assigned case number) with service members needing assistance for a defined problem.

Problem Resolution Rate: The percentage of cases closed in which the problem or issue assessed by the mental health provider was resolved.

Training/education/seminar Participants: The number of employees in attendance at trainings, seminars, workshops, and orientations.

Critical incident responses and numbers of individuals provided group or individual interventions.

Consultations with ANG management or supervisors/Commanders regarding an individual or work unit.

- 67. **Verified Positive Test Result**: Any test result that has been screened positive by a FDA-approved immunoassay test, confirmed by a Gas Chromatography/Mass Spectrometry assay (or other confirmatory tests approved by HHS), and evaluated and corroborated by an authorized reviewing official.
- 68. **Warm Transfer**: A direct telephone transfer, through use of telephone conferencing, of a caller to an affiliate counselor from a PHSME without disconnecting the caller. The

individual transferring the call shall speak with the mental health counselor to indicate that he/she has a caller on the line who is interested in services.

- 69. Wing Project Officer Supervises and manages the day-to-day activities of the Wing PHSME as outlined in this PWS. Performs quality surveillance and reports any deficiencies in the contract services provided to the ANG COTR and the COR.
- 70. AF Suicide Prevention Program This Air Force wide initiative encompasses efforts to provide quality education, enhanced prevention and improved event tracking regarding the suicide prevention program endorsed by the Air Force. Efforts will be made at the Wing level to tailor psychosocial and prevention programs appropriate for the particular climate and needs of each unit.
- 71. DoDSER -The Department of Defense Suicide Event Report (DoDSER) is an omnibus instrument designed to glean as much demographic, service related, psychosocial and antecedent information that can be consistently gathered from service members who have either attempted or completed suicide.

## C. TECHNICAL SPECIFICATIONS/TASKS TO BE PERFORMED

The PHS Services to be delivered under this contract are ANG member based behavioral health services designed to help maintain and improve ANG member productivity and to help members address the full range of personal and mental health problems. Services are to be part of a comprehensive overall effort through the DoD, AFand NGB Behavioral Health programs.

As part of their proposals, offerors are requested to consider the services to be delivered and to describe the offeror's recent experience both at the corporate and the state level in: working with customer organizations to understand and meet their needs; demonstrating value relative to psychological health core competencies; demonstrating outcomes from the services delivered; and in demonstrating overall Return On Investment (ROI) for the Air National Guard.

Offerors also are requested to describe as part of their proposal how the offeror, if awarded this contract, at both the corporate and state level, would work with ANG, the states and territories, to accomplish the functions listed in the above paragraph.

Services are to be performed in accordance with the highest professional standards and the following requirements:

a. Professionally Staffed ANG Wing Psychological Healthcare Subject Matter Expert (WPHSME)

The WPHSMEs shall oversee and coordinate mental health access through the state offices (and territories) for on and off-site assessment, problem solving, educational and motivational activities, referral, monitoring, behavioral health consultation, and follow-up psychological health services; 24 hours a day, 7 days a week, 365 days a year at secure, smoke-free locations accessible to the

physically challenged. \*Each ANG Wing that accepts a WPHSME will need to provide an office/administrative space and Government Furnished Equipment (GFE) for these individuals. The WPHSME will act as a team member with other ANG program personnel in support of all ANG members and their families; recognizing there are nuances and differences regarding NGB component policies and protocols as well as the mental health needs of the individual airman or soldier.

The WPHSMEs shall fully and promptly comply with all requests by the ANG COTR and the Wing Project Officer to secure all requested levels of security clearance for personnel working under this contract. Complete applications for security clearances are to be submitted within one week after approval to work at the ANG unit. The contractor will promptly provide other information when requested by the ANG COTR or Wing Project Officer to determine the information is needed to resolve issues, e.g., service complaints, appearance of background discrepancies, etc.

(1) WPHSMEs and Affiliate Counselor/Network Coverage

ANG will set access levels and on-site placement based on ANG member geographic dispersion, ANG direction, program utilization, affiliate counselor accessibility, and other relevant factors to ensure cost-effective placement of WPHSMEs while maintaining program quality and access. ANG and the Contractor shall work together to track WPHSME capacity and assignment utilization. The Contractor shall consider clinical need and referrals among other pertinent factors and recommend adjustment of service levels and WPHSME placement.

- (a) In limited circumstances it may be in the best interest of the Government for ANG or various states/territories to directly employ or contract for a WPHSME, e.g., for certain security reasons. In this event, at the request of the ANG COTR, the Contractor shall provide access to the WPHSME for use of the, MIS case management system and/or other resources available to WPHSMEs provided by the Contractor, as well as clinical consultation on difficult case situations.
- (b) WPHSMEs shall be responsible for ensuring appropriate on-and off-site office coverage. When a WPHSME will be away for more than two (2) weekdays due to vacation, leave-of-absence, or illness/or unexcused absence, appropriate options shall be examined, including, but not limited to, back-up on-site coverage. The coverage plan developed shall provide the most cost and service efficient alternative that provides for continuity of care, timely management of existing and incoming work load, service

quality and customer satisfaction. A back up coverage for any absence is required.

- (c) Within thirty (30) days of the award of the contract, the Contractor shall submit via electronic mail to the ANG COTR for approval, written protocols and procedures to ensure that all full-time, or back up WPHSMEs have supervision and appropriate psychiatric telephonic consultation available at all times.
- (d) Psychiatric telephonic consultations shall be available when needed, including after-hours availability for urgent/emergency situations.

# b. Hours of Operation

# (1) Regular Business Hours

WPHSME availability will be required on each business day for those Wings that have regular hours, and most likely will include some evenings and weekends, as necessary in order to best serve individual ANG members.

Within thirty (30) days after the award of the contract, the Contractor shall submit via electronic mail to the ANG COTR for approval, written protocols and procedures to ensure that all are actively engaged in duties and/or accessible by telephone/e-mail during regular business hours and after hours.

It shall be the responsibility of the Contractor to be familiar with the Federal calendar as well as with those days set aside as officially approved holidays. On-site WPHSMEs working within the terms of the contract shall observe the same holidays as the Air National Guard. When Federal organizations are granted additional leave including administrative leave as a result of inclement weather, potentially hazardous conditions, parades and/or other functions or special circumstances, the Contractor may be required to retain staff on duty at assigned locations to maintain an acceptable level of service for those ANG members who are required to work.

# (2) Emergencies and After-hours Coverage

Within thirty (30) days after the award of the contract, the Contractor shall submit via electronic mail to the ANG COTR and Wing Project Officer for approval, written protocols and procedures explicitly defining the process by which WPHSMEs or affiliate counselors shall respond to after-hours or emergency calls. This plan shall include provisions for both initial phone contact and on-site response when clinically necessary and if

practicable. The plan shall address the protocols applicable during regular business hours as well as those in emergency situations that occur when WPHSMEs or affiliate counselors are not in their offices (evenings, nights, weekends and holidays). Key personnel or their back-ups are expected to be available by e-mail or telephone 24 hours a day, seven days a week.

# (3) Attendance

When the Wing PHSME is on leave during regular business hours, the Contractor shall notify the Wing Project Officer as to who will be the backup. When possible, this notification shall be provided two (2) days prior to the beginning of the WPHSME's leave.

## c. Office Locations

The Contractor shall be responsible for providing continuous on-site coverage at locations approved by the ANG COTR. The number of office locations is estimated, as state/territory locations may vary, increase or decrease per work force requirement. In most instances, the offices shall be located at ANG Wings as approved by the Wing Commander, however, the Contractor may be required to locate and secure separate office space.

The Contractor shall establish formal agreements with local qualified mental health counselors (emergency affiliate network) so that eligible ANG members and their families may receive counseling/problem solving or other assistance when urgently needed.

## d. Wing PHSME Access

# a. Telephone Access

The WPHSME shall be accessible, regardless of where callers are located in their respective state/territory.

(1) The WPHSME and/or qualified emergency affiliate counselor must be available at all times to immediately and directly interact with the caller, e.g., when a direct clinical response is required by the ANG member, when an emergency clinical counselor's involvement is needed, or when the caller requests to speak to a counselor.

Minimal use of recorded messages is allowable and only with the specific prior approval of the Wing Project Officer.

(2) WPHSMEs who have call-forwarding capability shall forward their telephones to back-up personnel or blackberry anytime they anticipate being out of the office, including after regular business hours. WPHSMEs shall be responsible for testing the forwarding system to ensure that calls are properly

- forwarded to the correct terminating location each time they use their callforwarding feature.
- (3) When applicable, WPHSMEs shall record an ANG-approved message on his/her voice mail or answering machine. This message shall clearly refer callers to the appropriate forwarding number, and repeat the number to help ensure it is understood.
- (4) Systems and procedures required to ensure reliability and effectiveness of offeror's communication methods must provide for timely and accurate communication of information and messages among appropriate ANG personnel, referral counselors, and callers in all circumstances. This applies whether or not WPHSMEs are in their offices at the time of the call.
- (5) Within thirty (30) days of the award of the contract, the Contractor shall submit via electronic mail to the ANG COTR for approval, written protocols and procedures explicitly defining telephone/e-mail access procedures and system back-up procedures. The Contractor shall integrate the protocols and procedures into the Standard Operating and the Clinical Policies and Procedures Manual and into WPHSME orientation and training. The Contractor shall address and ensure that:
  - (a) The phone calls are answered quickly, efficiently, and in a courteous manner.
  - (b) In non-emergency cases, messages left for WPHSMEs shall be responded to no later than the next work day.
  - (c) Emergency calls shall be responded to immediately. The Contractor shall be responsible for assuring that a qualified response is available twenty-four (24) hours a day, 7 days a week, 365 days a year to speak with any ANG member or covered family member who calls the Wing PHSME for services.

If deemed an emergency by the WPHSME, person-to-person emergency/crisis counseling will be provided, as necessary, and callers will be referred to hospital emergency rooms and other facilities, as quickly as possible. When a referral is made to a hospital emergency room or other facility, the WPHSME working with the member shall facilitate the referral. The WPHSME will then act as a case manager providing linkage, monitoring, follow-up and participation in continuing care planning, as appropriate, with the consent of the member.

(d) TTY access shall be available for hearing-impaired members and family members 24 hours a day, 7 days a week, 365 days a year and shall be equivalent to telephone access available to all hearing employees and family members as described above. If requested, the WPHSMEs will be trained in TTY equipment operation and may be the sole recipients of and respondents to TTY calls.

- (e) Counseling by telephone may be provided by any qualified referred counselor if it is desired by the member and does not compromise the WPHSME or referred counselor's judgment. Within thirty (30) days of contract award, the Contractor shall provide a written protocol to the ANG COTR for approval concerning telephone counseling. The protocol shall be integrated into the Standard Operating and Clinical Policies and Procedures Manual and WPHSME orientation and training activities. ANG reserves the right to establish and provide Guidelines for Telephone Counseling to be used by the Contractor.
- (f) Web-based counseling is being reviewed by the ANG at this time and may be requested for implementation on a pilot project basis; in conjunction with the Chaplain Service. (See Optional Services).
- (g) A call tracking system will be used for real-time tracking and program management.
- (h) Monthly reports are provided to the Project Officer or designee, on case activity and performance against standards of timeliness for handling calls, making appropriate referrals, case disposition, and ANG member satisfaction. Offerors are to describe the reports and timeframe for submitting these reports as part of their proposal.
- (6) Within five (5) days of the award of the contract, the Contractor shall submit via electronic mail to the ANG COTR for approval, a written voice mail/answering machine message that shall be used by each WPHSME. The text of the standard message shall inform callers that they have reached the WPHSME and advise them that they may either leave a message or call an alternative number to receive immediate assistance. This standard message shall be recorded by each WPHSME on his/her voice mail or answering machine within two (2) working days after approval of the message by the Wing Project Officer.

## e. Referral to the WPHSME

The Contractor shall encourage maximum access to the WPHSME by creating policies and procedures that ensure the following referral avenues:

(1) Self-referrals in which an eligible ANG member voluntarily contacts the WPHSME regarding personal problems or concerns. The WPHSME shall interview the member, and where appropriate and with the member's knowledge and written consent, manage information that will enable a health care provider/referred counselor to complete a thorough bio-psycho-social assessment of the client's presenting problem(s), which may/may not be related to TBI or PTSD.

When utilizing clinical counselors (through the emergency affiliate network), in urgent or emergency referrals, an initial diagnostic assessment shall be completed within one (1) or two (2) interview sessions and shall include screening for alcohol, drug, and other addictive disorders, risk of violence, work issues, mental health related issues, financial, legal, medical and other

- problems. Assessment will also include gathering pertinent information concerning the presenting problem(s), demographics, family background, current living situation, and baseline information on key health/work indicators.
- (2) Supervisory/Commander ordered referrals occur when a supervisor or Commander refers a member who is demonstrating job performance problems, time, attendance and/or other conduct problems. The PHSME and/or affiliate counselor shall meet with the member to both assess the supervisor's concerns, evaluate the member's perception of the problem(s) presented by the supervisor/commander and any other problems that the member may identify.
  - The PHSME and/or affiliate counselor shall be bound by the laws of confidentiality and shall discuss no specific clinical information with the referring supervisor or Commander unless the ANG member has signed a release of information form authorizing the release of specific information. Referred counselors are prohibited from communicating directly with the supervisor/Commander or other ANG personnel. Referred counselors are to promptly communicate significant information to the PHSME managing the case. In most cases, without a signed consent, the PHSME may only verify that the member sought assistance while on duty time. Applicable state laws and regulations apply for exceptions.
- (3) Other referrals in which a member is referred to the PHSME through any means other than self or supervisory referral, the PHSME shall interview the member, and where appropriate and with the ANG member's knowledge and written consent, his/her family members and/or supervisor/Commander will obtain information that will enable the PHSME to refer to a mental health counselor or other appropriate health care system provider to complete a thorough bio-psycho-social assessment or treatment for the ANG member's problem(s).
- (4) Referrals due to an ANG member's confirmed positive alcohol and/or other drug test are formal supervisory/commander referrals, whether or not they are associated with TBI or PTSD. Qualified Substance Abuse Professionals (SAPs) as defined by the Omnibus Transportation Employee Testing Act of 1991 as amended may be referred cases as part of the supporting affiliate network. Each PHSME will orient and ensure orientation of the affiliate counselor to the ANG and relevant DoD, Drug and Alcohol program(s) specific handling; policies, procedures and programs associated with alcohol or other controlled substance misuse or abuse.
- f. Psychological Health Services Access

The Contractor shall be responsible for implementing protocols and procedures to assure that PHSMEs are available to meet with ANG members and/or their family members at a mutually agreeable time. The PHSME shall ensure that initial appointments are made and conducted in a timely manner. Options for appointments shall be offered at a variety of times and days. If the initial

assessment appointment is not scheduled to occur within five (5) business days of the initial request for service, the case file shall include documentation regarding the reason the appointment was scheduled at a later date.

Emergency situations shall be responded to immediately, using the most appropriate resources available. Urgent situations shall be responded to within twenty-four (24) hours of contact.

Appointments, with the appropriate health care providers, shall be offered at times and locations convenient and accessible to the ANG members and/or their family member(s). Crisis counseling will be available by telephone 24 hours per day, 365 days per year. Appointments shall be made consistent with member's needs, regardless of the PHSME's regularly scheduled hours. PHSMEs will create state (and local) clinical counselor networks for referrals and other local resources to assist Guard members and their families with assistance on all sequelae associated with PTSD and/or TBI.

The Contractor shall provide necessary coverage through the efficient assignment of qualified staff. Resources will be utilized to ensure that employees are seen within a reasonable distance and commute time from the member's home or worksite when services are to be delivered. The ANG COTR, in partnership with the Wing Project Officer, intends to review PHSME productivity and placement to refine level(s) of effort and PHSME placement on an annual basis.

Quarterly, fifteen (15) days after the period being reported, the Contractor shall submit via electronic mail to the ANG COTR or designee, a PHSME and counselor referrals utilization report. This report shall document the percent of cases seen by PHSMEs and other mental health counselors and the average number of sessions per case.

- (1) Whenever possible, the PHSME shall defer to the choice(s) of the member with respect to language, gender, religious, cultural and/or ethnic preferences.
- (2) Telephone counseling is acceptable when expressly requested by the ANG member and where clinically appropriate.
- (3) Upon request by the ANG COTR or designee, the Contractor shall be required to provide mental health counseling utilizing various means of remote counseling in addition to telephone counseling, e.g., web based and/or video teleconferencing, via potential pilot program partnership with the ANG Chaplain Service. (see Optional Services).

## g. Confidentiality

Information may be released in accordance with the laws, regulations and circumstances as discussed below. When information is released, the Contractor is required to include a prohibition on secondary release of the information by the person to whom the Contractor releases information.

# (1) Laws and Regulations

The Contractor shall ensure that all policies and procedures of the PHSME services are in compliance with both Federal and State laws and regulations, and assure the confidentiality of member contact with the PHSME. Any and all counseling/problem solving records, as well as any information obtained from ANG member visits to, or contacts with, the PHSME shall be kept in a confidential manner in accordance with the **Privacy Act of 1974 and 42 CFR, Part 2 "Confidentiality of Alcohol and Drug Abuse Patient Records", HIPAA**. The confidentiality of all ANG member users shall be maintained. Under the provisions of the Privacy Act or the Alcohol and Drug Abuse Patient Records regulations, information may not be disclosed to any person or organization without the written consent of the ANG member or court order requiring disclosure.

Disclosure of pertinent ANG member information is permitted under the following circumstances:

- (a) When the member gives prior written consent to disclose information. This consent of release is specific indicating the nature and scope of topics to be released, to whom information is to be released, the purpose of the disclosure, and the date on which the consent terminates.
- (b) If the member poses a danger to self or others, or threatens to commit a serious crime that would cause substantial property damage.
- (c) If there is a suspicion of child, spouse, or elder abuse or neglect (according to Department of Defense, or state regulations).
- (d) Where it is legally permissible or required to warn the target(s) of a credible threat of violence or a future criminal act made by a member, or to warn the legal authorities of such threat.
- (e) If the disclosure of information is allowed by a valid court order.
- (f) If the disclosure is made to medical personnel in a medical emergency.
- (g) To qualified personnel for research, audit, or program evaluation.
- (h) When a direct supervisor requires confirmation that the member has made or kept PHSME appointments during regular duty hours or sick leave, when the ANG member has sought official duty time for appointment.

- (i) For the purpose of defending an individual ANG member in litigation per DoD/ANG regulations and instruction from the Project Officer.
- (j) To a licensed health care provider with respect to positive to drug tests or clinical issues; in compliance with applicable Federal and state laws and regulations.
- (k) When Air National Guard requires that information be released due to their mission on a "need to know" basis, e.g., national security. These requirements are identified in the Statement of Understanding, specific to the Air National Guard and are required to be signed by ANG members before they are accepted as "clients" per the PHSME and other mental health counselor services under this program.

All other releases of information require ANG COTRapproval. The Contractor is responsible for ensuring that the person to whom confidential information is released to is notified of the prohibition on secondary disclosure of this information to another. The Contractor shall ensure notification documentation in the ANG member record.

# (2) Duty to Warn

The Contractor shall notify the Wing Project Officer or designee when the duty-to-warn is invoked.

## (3) Positive Drug Tests

In cases involving positive alcohol and/or other drug test results, the designated health care provider shall disclose those results, with or without employee consent, to the PHSME. The PHSME will follow assigned state/territory DoD and ANG policies and protocols.

## g. Recruitment, Employment, Orientation and Retention of Staff

## a. Recruitment

The Contractor shall be responsible for the ongoing recruitment of a dedicated, full-time professional staff that is reflective of the cultural, age, and gender diversity of ANG population to the extent reasonably possible. ANG members and their family members may speak many different languages as their primary language. To facilitate communication with callers and ANG members, recruitment strategies should be applied to attract health care providers who are fluent in a variety of languages.

Additionally, consideration is to be given to recruiting staff that are familiar with state/territory geography, sensitive to cultural aspects of Air National Guard, and military environment, and have consultative and presentation skills, and have a

personal commitment to 24 X 7 X 365 availability if assigned to positions where such availability is required.

Unless waived by the ANG COTR in specific situations, minimum staff qualifications are:

- (1) Qualified PHSMEs shall hold a Masters and/or Doctorate degree from an accredited college or university recognized by the corresponding professional association(s) in a clinical or administrative mental health field. In addition, they:
- (a) Shall have a current state license or state certification to practice as a mental health practitioner (e.g., social worker, clinical psychologist, marriage and family counselor, and professional counselor) in the state(s) where practice takes place at the independent level. If such licensure/certification is not available in that state, the individual shall hold appropriate certification from a recognized national certification organization or board.

Any referred counselor/mental health care provider assigned to perform services related to ANG members in other states, e.g., telephonic counseling, assessment and counseling, counseling and referral; and short-term temporary case-management must be licensed or certified in the state where he/she is physically located and have adequate knowledge of the state laws governing mental health issues and clinical practice for the population they are serving. Clinical supervision and consultation must be available (24 hours a day) and used to ensure adequate knowledge of state laws is appropriately integrated into the delivery of services.

- (b) Shall be able to practice at the independent level without requiring state mandated clinical supervision. In rare cases, requests for waiver of this requirement will be approved at the discretion of the Project Officer.
- (c) Shall have demonstrated capability to complete accurate bio- psychosocial assessments including substance abuse assessments and participate in Government sponsored TBI and PTSD training.
  - (d) Shall have or be covered by professional liability insurance coverage of at least \$1,000,000 per occurrence; \$3,000,000 aggregate.
  - (e) The Contractor shall ensure that affiliate counselors/mental health care providers performing phone counseling have specialized experience and training in phone counseling.
  - (f) Shall have a minimum of three years of clinical or mental health care administration experience after receiving the graduate degree that qualifies the PHSME, affiliate counselor or mental health care provider for services described in this contract.
- (2) Any other related staff must have the educational qualifications, experience,

and personal characteristics needed for effective performance of the specific duties assigned.

# b. Employment

The Contractor shall, upon ANG COTR or designee request, submit copies of each final PHSME candidate's resume, license/certification, and proof of malpractice insurance, as well as a summary of the findings of a background check in accordance with company policy.

The Contractor shall conduct a face-to-face interview with all prospective PHSME personnel positions for each Wing. ANG Wing Medical Group representative/s in cooperation with the Wing Project Officer will participate in the interviews on individual PHSME selection. These representatives also reserves the right to reject any PHSME candidate for due cause.

The Contractor shall complete a thorough qualification, reference, and background check on each of the prospective PHSME. This process shall include, but not be limited to:

- (1) Reference check and confirmation of all prior employment as an adult, including job title, dates of employment, and any periods of extended absence while employed. The Contractor must account for all time periods in the candidate's entire adult life. For the last 15 years of employment, include details about specific responsibilities, functions, and quality of work performed;
- (2) Determination about the history of any malpractice suits in the past;
- (3) Confirmation that the candidate is a member in good standing of the professional organization most appropriate for his/her credentials, and
- (4) Prime source verification of each final candidate's current licensure, certification, or registration by the appropriate state's professional licensing authority.
- (5) Prime source verification of each final candidate's qualifying degree.

The background check shall include documentation and verification of the candidate's entire adult career and shall account for all time during the candidate's adult life. The Contractor shall make reasonable efforts to ascertain whether a potential Counselor has a criminal record and advise ANG of this fact. Because of the responsibilities of the PHSME, prior criminal convictions may be relevant in deciding whether to hire persons who apply for or PHSME positions. The Contractor shall evaluate hiring such applicants based on: (1) the applicant's qualifications; (2) the nature and the gravity of the offense or offenses; (3) the time that has passed since the conviction and/or completion of the sentence; and (4) the nature of the sensitive duties required of the position to be filled.

The Contractor shall conduct drug tests for all prospective PHSME candidates. The Contractor shall also comply with Federal Acquisition Regulations (FAR) 52.223-6 Drug-Free Workplace requirements.

The Contractor shall fully and promptly comply with all requests by the ANG COTR to secure all requested levels of security clearance for staff working under this contract. Complete applications for any security clearance are to be submitted within one week of request by the Wing Project Officer. The Government shall advise/sponsor the Contractor for obtaining required Top Secret (TS)/ SCI security clearances for individuals, if requested. It is the responsibility of the Contractor, both administratively and financially to obtain a TS facility clearance via Government sponsorship. Contractor shall ensure that each candidate is fully qualified to receive network and CAC access/privileges. If Wing Project Officer determines that a candidate is not qualified to receive network/CAC access, the Contractor will provide another suitable candidate.

## c. Initial Orientation

Within ten (10) working days after any of the or PHSME has been hired and prior to any referred counselor providing services to ANG beneficiaries, the ANG Wing Leadership, shall provide a thorough orientation about the ANG Psychological Health Services program as well as the ANG unit's mission, culture and organizational structure, i.e. ANG 101 briefing. This orientation shall include, but not be limited to, a review of all policies and procedures necessary for the PHSME and a referred counselor to perform under the terms of this contract. Evidence of the successful completion of a structured orientation protocol resulting in adequate knowledge to perform assigned duties shall be retained in each PHSME's personnel file or referred counselor's contract file and available for the ANG to review upon request. The affiliate counselor/mental health care provider orientation may be accomplished by telephone, on-line or written communication.

## d. Ongoing Orientation and Training

Contractor shall provide resources (i.e. travel and per diem) for PHSMEs to attend a mandatory week-long ANG orientation course sponsored by NGB/SG and an annual refresher/sustainment training at NGB/SG Readiness Frontiers event or similar training. Location and site to be determined based on the most economical venue.

The Contractor shall maintain ongoing orientation and training to ensure that personnel working under this contract have the information and skills needed to effectively perform their duties. This includes, but is not limited to, information on the culture of ANG and the relationship to service provision, use of the standard management information system, diagnostic assessment techniques, and consultative and presentation skills.

#### e. Retention

The Contractor shall make every effort to retain PHSMEs. This shall include, but not be limited to:

- (1) Competitive salary scales and health benefits;
- (2) Opportunities for promotion;
- (3) Opportunities for professional growth including the provision of Continuing Education programs and/or stipends to attend professional meetings/conferences;
- (4) Timely responsiveness to include a plan for an annual internal needs assessment to identify areas of staff concerns, strengths and/or weakness; and
- (5) Recognition programs.

Offerors are requested to include in their proposal their staff retention rates. Retention rates should reflect the percentage of people who were employed or became employed in those positions since January 1, 2006 who remain in those or related positions within the offeror's company.

In the event that any of those who have already been employed by the Contractor is found to have a past criminal conviction(s) that was not revealed during the application process, was not previously reported to ANG or which occurred after the PHSME was hired, the Contractor shall promptly advise ANG COTR of this fact. Per U.S. Government, U.S. Department of Defense security policies and procedures, ANG reserves the right to determine whether such individuals should continue to be involved in the ANG Psychological Health program.

## h. Functions

Contractor personnel will perform a broad range of functions to assist ANG members and their families in addressing and resolving the full range of personal and mental health related problems to optimize health, productivity and operational readiness. Contractor personnel also will assist the ANG in understanding the interface between behavioral health and operational efficiency, and the role of the PHSME in helping develop and apply behavioral health solutions to functional/operational problems.

PHSMEs function in roles with a greater focus on consultative and case management services. Referred counselors/mental health care providers will perform counseling functions in gradations ranging from primarily individual counseling/problem solving and consultation with the PHSMEs to interventions associated with sequelae of TBI, PTSD and other psychological health issues. Each Wing Project Officer and other Wing leadership will guide and support all personnel working under this contract to achieve these functions. To be successful, contractor personnel must understand the complex Government (DoD, AF, NGB, State, TRICARE and VA) health care systems and options, the

environment of the military system and apply this understanding with sensitivity to maintain the PHSME's neutrality and confidentiality and retain member's trust and confidence and decrease potential stigma of utilizing the Psychological Health Services. (See Definitions Section.)

The Contractor shall, within thirty (30) days after award of the contract, submit via electronic mail to the ANG COTR for approval, written protocols and procedures to assure the following requirements are achieved:

## a. PHSMEs:

Wing PHSME are expected to work exclusively on the ANG Psychological Health program; with a minimum of forty (40) hours per week during normal business hours at an office approved by the Wing Project Officer or designee. In addition, it is expected PHSMEs will be required to work some weekends or evenings in order to accommodate ANG reintegration activities, return telephone calls initiated by the Wing Project Officer or his/her designee within one (1) hour of receiving either the call or notification of the call, carry a blackberry/cell phone and be available for emergencies.

PHSMEs must have experience working in a complex organizational environment, and must understand labor relations, military operations, and the military health care system (DoD, AF, NGB, State, TRICARE and VA as it pertains to the ANG). Within 30 days of contract award, the Contractor will develop a reference resource guide to be used by each PHSME to facilitate referrals, identify applicable DoD, AF, NGB, TRICARE and VA benefits for the Air National Guard population as well as other state and local resources.

PHSMEs shall oversee the day-to-day clinical policies, procedures, and practice of affiliate counselors/mental health care providers, as well as coordinate communication between affiliate counselors/mental health care providers and appropriate ANG personnel.

PHSMEs shall have the following additional specific responsibilities:

# (1) Administrative and best practice oversight

Each PHSME assigned on certain occasions and depending on case load may have psychological health cases to supervise/manage. PHSMEs shall be responsible for assuring the delivery of quality clinical, consultative, and referral services, by referred counselors/mental health care providers, and for arranging, delivering, maintaining and documenting training and other clinical and consultative services as required by the contract.

PHSMEs shall provide each of the referred counselors/mental health care providers assigned to ANG cases with at least one (1) hour of telephone administrative oversight every other week for case management issues or potential clinical concerns.

In coordination with the ANG PHSME, NGB/SG Office and Wing PHSMEs shall

discuss priority cases. Priority cases include all of the following: emergency or urgent referrals to an affiliate counselor, reactivated cases; cases involving alcohol and/or other drug use; risk, threats or actual acts of violence; child, elder or partner abuse/neglect; confirmed TBI and/or PTSD cases, positive alcohol or other drug test results; other cases selected by the affiliate counselor/mental health care provider based upon need. Every priority case is to be reviewed before a third session with the ANG member for quality and effectiveness. Administrative oversight shall be sought on each case when the referred counselor/mental health care provider assesses a risk of violence is present. Such oversight shall be sought immediately if the referred counselor/mental health care provider has any concern regarding imminent danger and will occur as needed by the referred counselor/mental health care provider, prior to the next contact with the ANG member. Where the PHSME determines that additional intervention is necessary, he or she will be responsible for conducting the appropriate connection and follow-up.

To ensure compliance with DoD health care standards and sound clinical practice, PHSMEs shall personally review a minimum of two (2) randomly selected case records for each referred affiliate counselor/mental health care provider quarterly. When working with new (to the ANG system) referred counselors/mental health care provider, those targeted to improve case documentation, or whenever it is otherwise deemed appropriate, a larger sample of cases shall be reviewed.

Any referred to counselors/mental health care providers shall document all consultation in the case record; for both electronic and hard copy files. PHSMEs shall maintain separate documentation of all consultation in a file folder under the affiliate counselor/mental health care provider's name. Case records reviewed by the PHSME shall be dated and include a signed PHSME progress note indicating that the case record was reviewed. When a case record is reviewed from a remote location, an entry of the case review shall be inserted into the case record, providing similar documentation and including the PHSME's name in lieu of a signature.

(2) Reviewing, Commenting and Follow-up on critical incident responses.

Each PHSME shall review each critical incident response and, when appropriate, the PHSME will consult with the Contractor's legal counsel and ANG COTRto make suggestions regarding corrective actions to be taken with respect to the critical incident.

(3) Training of Referred Counselors/Mental Health Care Providers Regarding Referral Procedures

PHSMEs shall assure that all referred counselors/mental health care providers are aware of Federal, State, DOD, AF,/VA/TRICARE health benefit plans. PHSMEs shall assure that referred counselors/mental health care providers are sensitive to possible special needs of ANG members which might include, but are not limited to, specialized TBI or PTSD clinical practice, different languages, the need for handicapped accessible facilities and/or a request by an ANG

member for a referred counselor/mental health care provider of the same age, gender or ethnic background.

e. Referred Counselors/Mental Health Care Providers for Urgent or Emergency Needs

Referred counselors/mental health care providers will conduct face-to-face onsite (if requested) counseling and consultation. They are to apply best practice core technologies in a proactive, responsive, and consultative manner, partnering with the PHSME to help achieve the goal of a healthy, productive and operationally ready ANG member. The referred counselor/mental health care provider will build upon their knowledge of and experience in complex military health care systems and are expected to learn the culture and its unique relations including operations and administrative procedures. They are expected to develop and maintain positive relationships at multiple levels, provide clinical services and/or case management for clinical cases within a best practices framework (e.g., with a clinical, problem-resolution focus), provide critical incident services, and skillfully and collaboratively promote wellness by multiple modalities. The affiliate counselors/mental health care providers also are expected to document their activities and present that data in a fashion that emphasizes the value of the psychological health services program and the benefit for a Guard member or his/her family. This includes collecting and presenting information on the outcome of intervention and follow-up they provided related to special incidents and services, especially those having a member productivity impact. Payment to referred counselors/mental health providers will be via the individual ANG member's benefits (VA, TRICARE etc.) or the ANG member's private health insurance program. In emergency situations, some referred or affiliate counselors will be compensated by the contractor and billed to the Government at the contractor's negotiated state rate (per contract instructions). Note: Any referrals/consult for military members will need to be coordinated through the ANG Medical Group and an appropriate Line of Duty Action (LOD) has been initiated.

Offerors are requested, as part of their proposal, to describe recent experience of how their personnel, as well as their referred providers, are or will be trained to accomplish, or have accomplished the responsibilities outlined in the above paragraph.

Referred counselors/mental health care providers are to be located at remote state locations and are available through reliable communication on a 24/7 basis. As requested, they will perform crisis intervention, telephonic assessment, face to face counseling, follow-up, referrals, treatment and related clinical core technology services. An additional significant function is to provide risk management and telephonic consultation to PHSMEs and if appropriate, other ANG health care personnel.

f. PHSME Care Manager and Follow-Up Role.

This role is expected to be a primary responsibility of the PHSME: The PHSME consults with the other mental health counselors/mental health care providers to assure the clinician is providing excellent clinical care and understands the culture of the ANG, discusses counseling plans and expectations and when appropriate, performs follow-up for members who have received substance abuse treatment or been referred to specialized levels of care.

Follow up with ANG members and mental health care providers to assure successful linkage and member satisfaction, researches community resources to determine applicability for ANG members, facilitates for referral processes and quality practices.

In addition, within the ANG, there are special populations associated with various missions that may need PHSME support and or coordination with other mental health resources, both within and outside the Federal system.

i Air National Guard (ANG) Member and Family Psychological Health (PH) Services

PH services will provide a combination of assessment, counseling/problem solving, educational and motivational activities, clinical referral, and follow-up services for any ANG member whose problem(s) may include, but are not limited to TBI and or PTSD sequelae: relationship, family, marital, job stress, chemical dependency, substance abuse, health/medical, parenting, grief, sexuality, eating, gambling, emotional and/or violence issues. Clinical services shall be made available to ANG members in accordance with eligibility policies established by the ANG and related military health care organizations.

The Contractor shall be responsible for providing a specified number of counseling and problem-solving sessions including assessment, to help members and families resolve personal and/or clinical problems. The specified number of sessions may vary among ANG members and may change at times throughout the life of the contract consistent with the needs of ANG member's mental health care needs. At the discretion of the Wing Project Officer, sessions shall be conducted in locations necessary to effectively serve the member, e.g., Government provided offices at or near the Guard member's workplace, contractor-provided offices, referred Counselors' private offices, hospitals, private residences and other locations.

At the discretion of the Wing Project Officer, PHSMEs may be assigned various shifts per ANG rotations to provide workplace, on-site services 24 X 7 when needed to properly serve the state/territory ANG units and wings. Such assignments may be ongoing or temporary depending on need. Additional afterhours services shall be provided when determined by the Wing Project Officer to be needed.

All ANG members are to receive an initial PHSME appointment in a timely fashion regardless of where the member is located. For ANG members returning from deployments, the PHSME will anticipate needed services consistent with expected utilization and possibly "brief" returning members on the details, access

and opportunities of the PH service and follow on capabilities.

Offerors are requested to provide, as part of their proposal, a description of the ANG member's proposed PH services and PHSME locations that will be provided as of the first day of service delivery under this contract. Offerors also are requested to describe their past experience in providing this type of service.

Payment to the referred counselors/mental health providers will be via the individual's ANG member's benefits (VA, TRICARE etc.) or the ANG member's private health insurance program. Note: Any referrals/consult for military members will need to be coordinated through the ANG Medical Group and an appropriate Line of Duty Action (LOD) has been initiated.

Referred Counselor/Mental Health Care Provider responsibilities include:

## a. Statement of Understanding

The referred counselor/mental health care provider shall, prior to any ANG member or family member receiving services, have the individual sign a Statement of Understanding. Referred counselors/mental health care providers shall advise the individual that a decision to accept assistance is voluntary and that the associated counseling provided by the psychological health services program is free-of-charge and payment to any referred counselors/mental health providers will be via the ANG member's benefits (VA, TRICARE etc.) or the ANG member's private health insurance program. Note: Any referrals/consult for military members will need to be coordinated through the ANG Medical Group and an appropriate Line of Duty Action (LOD) has been initiated.

Until the Statement of Understanding is signed, the ANG member shall not be considered a customer/client. In the event that telephone counseling is provided in lieu of face-to-face counseling, the referred counselor/mental health care provider shall read, or for deaf or hard of hearing review with the use of the TTY, the Statement of Understanding with the customer/client over the phone, document that review, and mail the Statement of Understanding to the client for signature. The member receiving service must sign the Statement of Understanding and mail it back to the referred counselor/mental health care provider in order to continue receiving clinical services.

If a referred member refuses to sign the Statement of Understanding, the assessing counselor/mental health care provider shall document the refusal, state whether or not the person has read the form and provide the person with a referral to an appropriate alternative service. In emergency situations, emergency affiliate counselors shall offer clinical services prior to the signing of the Statement of Understanding. In such situations, affiliate counselors/mental health care providers shall attempt to have the Statement of Understanding signed as soon as possible after the crisis has subsided.

# b. Initial Assessment

The Contractor shall make every effort to respond to the needs and sensitivities of each customer/client. The PHSME/mental health care provider shall screen, identify, evaluate, and assess individual and family problems.

Bio-psycho-social assessments are to be performed and, in all cases, shall include specific screening for TBI, PTSD, alcohol and/or other drug abuse as well as a history of the use/abuse. PHSMEs, referred counselors/mental health care providers shall establish a preliminary intervention plan for each case involving any mental health disorder and/or alcohol/other drug abuse. Unless prohibited by state law, emergency referred counselors shall document each member's assessment in the member's clinical case record using the current edition of the ICD or DSM-IV.

Unless the member signs a release of information form authorizing disclosure, the referred counselor/mental health care provider may not discuss specific details of the member's assessment and/or intervention with anyone other than the PHSME.

PHSMEs shall advise each member that assessment, intervention, counseling/problem solving, educational and motivational activities, referral if appropriate, and follow-up provided through the psychological health program are free-of-charge to the member, but specialized, outside of the military health care system or a member's private insurance coverage will be the financial responsibility of the ANG member or per emergency intervention via affiliate counselor.

## c. Counseling/Problem Solving

Services include varying numbers of sessions that address the full range of personal problems spanning mental health issues related to the deployment cycle and reintegration: job-related problems, family issues including those related to TBI and PTSD, and various other personal problems. Counselors/mental health care providers shall be knowledgeable of the services and estimated number of sessions before review is warranted. The PHSME shall be responsible for case management.

Referred counselors/mental health care providers shall be knowledgeable about Federal and state laws governing privacy, confidentiality, duty-to-warn, child and elder abuse reporting requirements. Referred counselors/mental health care providers shall, in compliance with the laws governing the specific locale, notify any intended victim(s) as well as local law enforcement officials, and PHSME of any threat of violence made by any client who presents a clear and present danger to self and/or others.

# d. Referral to Community Resources

If during the assessment or counseling/problem solving phase the PHSME or a referred emergency or urgent counselor/mental health care provider concludes

that a member's problem(s) necessitates specialized services or longer-term care, he/she shall have the client sign a release of information form that enables the him/her to discuss the member's case with the appropriate, licensed, qualified professional at a referral resource.

The PHSME and/or referred counselor shall, whenever possible, both ensure that any age, gender and/or ethnic preferences of the client are respected and provide the client with three (3) different referral sources which meet client needs. Counselors shall make every effort to assure that the services are kept within the military health care benefits or a member's financial means, and shall facilitate the member's contacting and utilizing the community resource of choice.

Referred counselors shall in all cases involving substance dependence refer the member to a licensed in- or outpatient resource as well as to a self-help group. Should a member prematurely leave a treatment program, the member's clinical record shall reflect that this has taken place. If the member was referred to the PHS as a result of a positive alcohol and/or other drug test, the member's supervisor/commander shall be advised of the member's termination of treatment.

Referred counselors/mental health care provider may not assign or refer any member to him or herself or to any affiliate or community resource in which the referring counselor and/or the Contractor has a financial or any other interest without prior approval of the Wing Project Officer. Any referral that has the appearance of reflecting a conflict-of-interest shall be pre-approved by the Wing Project Officer in coordination with the Wing Medical Group and shall be included in the member's case record.

"Self referrals" by an emergency affiliate counselor may be acceptable under limited conditions: when self referral is clinically appropriate; when the emergency affiliate counselor offers at least two (2) other referrals outside the affiliate counselor's practice (or any individual, group, or treatment facility where the affiliate counselor has a financial interest) and within the member's insurance plan; and when there is documented "clear choice" in the member's record. All three conditions must be met and will be considered, among other factors, by the Wing Project Officer before pre-approving self-referrals.

## e. Clinical Case Management

The clinical record will contain documentation regarding the assessment, intervention plan, ongoing progress, and related case management activities. The emergency affiliate counselor/mental health care provider shall assess member needs for: direct care, assist in defining and guiding the intervention process, work with collateral agents as necessary (e.g., PHSME, supervisor/commander, family members, etc.), follow-up with the member and collateral agents, and assist the member via PHSME to coordinate with the Guard member's supervisor/commander with duty re-entry.

The Contractor shall develop and apply a protocol for high quality direct services

by referred emergency affiliate counselors, and for PHSME case management of sensitive or high profile cases, risk of harm cases, formal referrals, and substance abuse cases. An initial outline of the protocol is to be submitted as part of the offeror's proposal and the completed protocol is to be submitted to the Wing Project Officer within 30 days after contract award.

Inpatient and outpatient monitoring will include the following:

- (1) Conducting personal, telephone, and/or written contacts with the member and therapeutic agency to monitor progress on a scheduled basis as clinically appropriate.
- (2) Urging the member and/or therapeutic agency to develop an aftercare/continuing care plan.
- (3) When appropriate, being available to provide a back-to-work meeting with the member and appropriate management representative(s) to ease the member's return to work transition after an absence due to treatment participation.
- f. PHSME, Emergency Referred Counselor/Mental Health Care Provider Follow-up

Within two (2) weeks of assigning any member to an emergency referred counselor or referring any client to a community resource, the PHSME, or referred counselor/mental health care provider shall contact the member to assess both clinical progress and client satisfaction. If acceptable to the client, and if a signed release of information is obtained, referred counselors will be encouraged to follow-up with the PHSME on case status as well. All follow-up activity shall be documented as well as in the appropriate standard management information system.

- (1) In non-chemical dependency cases and cases that do not involve threats of or actual violence or child or elder abuse/neglect the client shall be followed-up for up to three (3) months. If at the time of follow-up, the client is stable, functioning at a satisfactory level and no longer interested in receiving clinical services, the affiliate counselor's follow-up and findings shall be documented and the case shall be closed with the option made available for the client to reapply for additional services at a later date. If the follow-up activity reveals instability, TBI or PTSD related additional needs or indicators of relapse/risk, the case shall be reevaluated and an appropriate action plan developed, documented and implemented. However, if the client is non-compliant with recommendations or wishes to have his/her case closed, the affiliate counselor will discharge the client from the PHSME referral and close the case.
- (2) In cases involving substance abuse or chemical dependency, clients shall be followed-up for one (1) year by the PHSME. If the client is non-compliant with recommendations, or wishes to have his/her case closed, the referred emergency counselor/mental health care provider shall notify the PHSME, proper authorities/officials as necessary, discharge the client from the PH service, and close the case. Note: For ANG members involved in substance

abuse or chemical dependency, PHSMEs should consult with the Wing JA as necessary.

(3) In cases where the client is subject to an employer related Last Chance Agreement or other settlement agreement, clients shall be followed-up for the length of the agreement. If the client is non-compliant with recommendations, the emergency referred counselor/mental health care provider will notify the PHSME, proper authorities/officials as allowed by confidentiality and privacy regulations, discharge the client from the PH service, and then close the case.

# g. Air National Guard Member Satisfaction Survey

The Contractor shall distribute a "Client Satisfaction Survey" to all ANG members who use the PHS. At a consistent point of the PHS counseling/problem solving process, the Contractor shall mail or provide a postage paid client satisfaction survey to each member utilizing the program. The survey shall be returned to a contract administrator for follow-up, tabulation, and statistical reporting.

When the PHSME receives a negative client satisfaction survey, the Wing Project Officer shall be notified and the PHSME will be required to follow-up, take corrective actions as appropriate, and verbally report results back to the Contractor ANG COTR. ANG may require additional written response in certain situations.

Offerors are requested to provide, as part of their proposal, a copy of the Satisfaction Survey currently used by the Contractor and a sample survey proposed for use under this contract within 30 days of contract award. The ANG COTR reserves the right to approve the Client Satisfaction Survey to be used, and to require that clients return surveys to the Contractor for follow-up, tabulation, and reporting of information at the discretion of the ANG COTR.

# h. ANG Management and Commander consultation

PHSMEs will provide consultation to Wing senior management, on dealing with ANG members experiencing psychological health conditions that may include signs and symptoms of TBI and PTSD. Included in the consultation is how to refer them to the PHS as well as offering specialized training upon request.

## i. Private practice restriction

Unless approved in advance by the Wing Project Officer or ANG COTR, PHSMEs may not accept as private clients any person or family member of a person who contacts the PHS through the PHSME.

## j. Affiliate Network (for Emergency Clinical Services)

All affiliate counselors/mental health care providers (affiliates) shall meet the professional qualifications established in this Statement of Work.. Throughout the life of this contract, the Contractor shall maintain a large network of

geographically dispersed affiliate counselors including sufficient numbers of counselors familiar with the clinical sequelae associated with TBI and PTSD, Substance Abuse Professional's (SAP) and Certified Alcohol and Other Drug Abuse Counselors (CADC) to promptly respond to all requests for service. Wing Project Officer guidance on assignment of ANG members with substance abuse problems to SAPs, CADCs and equivalent counselors shall be followed. The government reserves the right and assumes no risk in restricting any affiliate from providing services to ANG members and their eligible family members.

Offerors are requested to provide, as part of their proposal, the current number of Contractor's affiliate counselors who are qualified according to the criteria of this solicitation and available to provide services under this contract, an overview of the geographic distribution of these affiliates, and the number who are CADCs, SAPs, TBI and/or PTSD trained. Offerors also are requested to describe as part of their proposal, how they meet the accessibility requirements of having affiliate counselors available within a 30 mile radius or one hour drive of any location in the country except in Alaska, and to describe the accessibility of affiliate counselors in Alaska and in all other locations (U.S. Territories) outside the 50 States.

Offerors in the competitive range may be asked to provide a complete list of affiliate counselors.

The Contractor shall provide an orientation about ANG psychological health services (PHS) to new affiliates. Affiliates may not provide services until they have received the orientation, which may be accomplished by telephone, on-line, webinar or written communications.

Contracts with Affiliates shall address the following areas:

## a. Affiliate Organizations

Affiliate organizations shall identify by names and qualifications the specific counselors who would be assigned to work with this contract.

# b. Supervision

The Contractor shall include in its standard contract the provision that all affiliate counselors assigned to work with the ANG members will participate in clinical supervision/consultation as needed and will comply with the Contractor case management protocol. As a Quality Assurance measure, ANG retains the right to review cases assigned to affiliates.

## c. Hours of Operation

The Contractor shall establish policies, protocols, and procedures to ensure that Affiliates are aware of ANG expectations and are available to respond to ANG members and family members assigned to them during hours convenient for them.

#### d. Locations

The Contractor shall ensure that Affiliate offices are secure, smoke free environments and that an adequate number of Affiliates are able to provide services to physically-challenged, hearing impaired and/or visually impaired clients.

# e. Process for Reporting Client Progress

The Contractor shall ensure that Affiliate Counselors provide feedback about member/client progress after completion of three sessions to determine the appropriate course of the case. The Contractor also is to ensure that Affiliates understand that the Contractor is available for consultation whenever requested by the Affiliate.

# f. Affiliate Billing and Payment

The Contractor shall have a plan in place that ensures information and education on how to submit billing statements to the respective Government or private insurance payer. Payment to the affiliate counselors/mental health providers will be via the ANG member's benefits (VA, TRICARE etc.) or the ANG member's private health insurance program. Note: Any referrals/consult for military members will need to be coordinated through the ANG Medical Group and an appropriate Line of Duty Action (LOD) has been initiated.

## g. Professional Liability Insurance

The Contractor shall require and verify that each affiliate counselor has and maintains professional liability insurance of a minimum of \$1,000,000 per occurrence and aggregate.

# k. PHSME Account Management

The Contractor shall facilitate the fine-tuning of PHS services to the specific needs of the Air National Guard. To accomplish this, the contractor must provide the state DPH, PHSME and local affiliate counselors, who function as health care resources, an understanding of operational problems from a civilian airman behavioral health perspective; an understanding and functional expectations within a complex environment to successfully maintain the program's neutrality, confidence, and trust; partner with ANG to understand the interface between behavioral health and operational efficiency to support and promote operational readiness.

PHSMEs must effectively work with local NGB Joint teams on program promotion, and work collegially with management and other organizational components to improve operations and the workplace environment for ANG members. Upon request by the Wing Project Officer through the ANG COTR,

the Contractor shall provide enhanced consultative services as needed to address various workplace issues affecting ANG member performance, e.g., coaching, workplace climate assessment, intervention planning, career development, outplacement, transition and change planning and implementation.

# a. Account Management Plans

- (1) Annually, on a phased scheduled basis acceptable to the ANG COTR, the Contractor shall develop and submit, via electronic mail to the ANG COTR, an account management plan to properly serve each ANG Wing in its U.S. State/Territory. This plan shall address contacts with Wing Project manager/Commander and include plans for PHS awareness campaigns, supervisor/team leader training, member orientations, health promotional activities, and plans for aligning the PHS and its resources to assist the ANG and its members in meeting specific challenges and to achieve their common goals. In addition, at the discretion of the Wing Project Officer through the ANG COTR, the Contractor may develop needs assessments and action plans.
- (2)The Contractor shall consider issues and challenges presented by the ANG such as, utilization trends, organizational themes arising from local levels, and the profile of each State and Territory when planning organizational services. Profiles may include demographic information about the number of members, age, ethnicity, and gender distribution of the covered member population; health and mental health coverage; rates of absenteeism, tardiness, turnover and accidental injury; as well as, grievances and health insurance claims.

## b. "Customer" Meetings

(1)The Contractor shall, at the request and approval by the ANG COTR, coordinate and/or participate in, or conduct individual State/Territory meetings if requested. The Contractor may be required to assist with establishing the location of these meetings and notifying ANG management of the meetings. The Contractor shall immediately following a meeting alert the ANG COTR to significant matters and submit minutes of meetings to the ANG COTR within fifteen (15) days after the meeting was held. At the ANG COTR request, the Contractor may be required to distribute minutes.

The Contractor shall maintain collaborative relationships with NGB, State and territory JFHQs and remain cognizant of their mission statements and objectives.

2The Contractor shall arrange for meetings with key Wing personnel from ANG States/Territories when members of the contractor's staff are traveling to conduct business (e.g., travel to PHSME offices).

(3) The Contractor shall consult with ANG management to provide quidance and consultation in areas such as mental health concerns.

mental health wellness, client confidentiality requirements as they relate to supervisors/Commanders, effective methods of managing members who have behavioral and/or job performance problems, and the process for facilitating optimal referrals to the PHS.

- (4) The Contractor shall determine actual or proposed ANG changes or events that could adversely affect the productivity or emotional well-being of members. In consultation with Commanders, the Contractor shall determine whether these issues fall within the PHS/PHSME's role and expertise and, if requested by the ANG is to provide additional assistance to help resolve specific situations involving organizational problems. The Contractor shall keep the ANG COTR apprised of these issues and, if outside the scope of the PHS, e.g., specialized organizational development services, refer requests to the Project Officer.
- (5)The Contractor shall establish formal and informal training that encourages referrals to the PHSME.

# I. Critical Incident Events (CIE)

The Contractor shall, within fifteen (15) days after award of the contract, submit via electronic mail to the ANG COTR for approval, written protocols and procedures for Critical Incident Events. The Contractor shall ensure that it has a cadre of trained professionals located throughout each respective state/territory for response. At the request of the ANG COTR, these professionals shall be utilized to provide CIE services. The following program elements shall be included in the CIE protocols and procedures.

## a. Consultation and Customer Service

The Contractor shall provide consultative services to the ANG management. This consultation shall include the role of the PHSME in providing outreach to those indirectly affected as well as those directly affected by the incident. The Contractor shall be sensitive to the expressed needs of the ANG and shall maintain a customer focus at all times. The Contractor shall work to ensure that the ANG's needs are satisfied.

# b. Critical Incident Stress Intervention (CISI)

The Contractor shall ensure a rapid response to critical incidents. Affiliate counselors shall be available to provide face-to-face individual and/or group support to those who have experienced threats or actual acts of violence either at the workplace or at any other location; threats or actual acts of suicide or homicide; episodes which severely impact on the worksite such as natural or man-made disasters, death, severe injury or traumatic experience by members of a work group; or any other situation which might have psychological, legal and/or media impact on the ANG. In each case, a verbal critical incident report shall be provided to the Project Officer or his/her designee. The Contractor shall notify the Project Officer of requests for CISI to ensure that ANG is knowledgeable and can work effectively in a leadership role with the

corresponding state/territory Commander.

#### c. Crisis Intervention Team

The Wing Project Officer shall retain the right to assign the PHSME to serve on the State Crisis Intervention Team when activated by the State.

# d. Critical Incident Reports

Within twenty-four (24) hours of any critical incident, the Wing Project Officer should notify the ANG COTR or other designated official at NGB. The ANG COTR or designee may require additional written information and/or ad hoc written reports about the critical incident and response.

Each PHSME shall review, comment on, consult with the Contractor's legal counsel when appropriate, and make suggestions regarding corrective actions to the handling of Critical Incident. PHSME comments and suggested corrective follow-up shall be received by the Wing Project Officer and ANG COTR within seventy-two (72) hours after the occurrence of any critical incident.

# m. Management/Commander Awareness and ANG Member Orientation, and Briefing

The offeror must list in their proposal, all proposed training (including orientation, and briefing) programs and materials, including slides, handouts, protocols and curricula, that are owned by the offeror, or otherwise available for use by the offeror, that are offered to the Air National Guard (ANG) for use during the life of the contract. These include training programs and materials for on-site presentation as well as for distance learning. ANG will have use of these training programs and materials during the life of the contract, but not after end of the contract unless specifically authorized by the contractor to use them after end of the contract.

If the contractor makes new or additional contractor-owned training programs or materials, including protocols and curricula, available to the ANG for use during the contract that were not included in the list provided as part of their proposal, the ANG will have access to their use during the life of the contract, but not after end of the contract unless specifically authorized by the contractor to use them after end of the contract.

The ANG also has training programs and materials available and at the discretion of the ANG COTR may require their use by the Contractor in place of or in addition to what is provided by the Contractor.

The contractor shall work collaboratively with ANG to develop new training programs and materials, including protocols and curricula to effectively meet member needs. ANG will have sole ownership and ongoing use of training programs and materials if staff time or other development costs are

funded from this contract.

The ANG COTR will specify the Government names and logos to appear on all material used under this contract. Under only very rare circumstances and with the approval of the ANG COTR may the Contractor's corporate name appear on any of the material.

The Contractor shall, within 30 days of contract award, submit via electronic mail to the NGB/SG COR for approval, an annual written promotion plan to assure that the ANG is contacted and arrangements are made for Commander awareness, member orientations and briefings.

The Contractor, through the PHSME, shall establish annual training plans for each Wing. This training plan shall take into account the changing member needs of the ANG wing and shall enhance and build upon previous years of mental health promotion. The plan shall include new and stimulating efforts to promote the PHS. The Contractor, PHSMEs and ANG liaisons at the local level shall work together to schedule the trainings/orientations/briefings at mutually agreeable times. PHSMEs and ANG liaisons shall be responsible for completing necessary preliminary administrative functions and the Contractor, through the PHSME, shall be responsible for implementing Commander awareness, ANG member orientation and briefing programs.

The goal of these programs shall be to educate supervisors, members, managers and other staff and thereby encourage confidence, trust and maximal use of PHS services. The Contractor, through the PHSME, and in conjunction with NGB/SG leadership shall fine-tune these programs so that they most effectively address the unique needs of the state and territory ANG units and wings.

Within thirty (30) days of contract award, the Contractor shall provide the NGB COTR with a sample training evaluation survey. The Project Officer approved evaluation survey will be disseminated by the contractor to each training participant. Quarterly, fifteen (15) days after the period being reported, the Contractor shall submit via electronic mail to the ANG COTR, a qualitative and quantitative report on all training conducted.

a. Consultation, Training and Briefing for Commanders/Managers

The Wing DPH shall offer awareness training and briefings to all Wing organizations during the base year of the contract. The Wing DPH shall conduct trainings and briefings within twenty (20) working days after receiving a request from a Commander, manager or organizational representative. Training shall be conducted in groups acceptable to the Wing leadership and generally shall be approximately at a length of time acceptable to Wing leadership. At sites that have multiple work shifts, the PHSME shall provide training during each of the tours-of-duty, as requested.

Quarterly, the Wing DPH shall provide training and/or briefings for newly appointed or newly hired Commanders, managers, or other officials.

Within thirty (30) days of contract award, the Wing DPH shall provide to the ANG COTR for approval training modules for the Awareness Training and Briefing. These training modules shall be specifically designed for the ANG PHS. The ANG has existing training and materials and may require the Contractor to use them instead of or in addition to what training they provide.

Annually, the PHSME shall offer to conduct advanced training for Commanders or their representatives to build upon training previously received. The PHSME shall work with the ANG COTR to plan content, and scheduling of training to meet the ANG needs.

#### b. ANG Member Orientation

Upon request, the Contractor shall offer ANG member orientations of the PHSME role and responsibilities, as well as available support and services to all ANG members and personnel in states/territories with special effort in the base contract year. The Contractor shall conduct orientations in collaboration with other NGB Joint orientations. At sites that have multiple work shifts, the Contractor, via PHSME, shall provide the orientations during each of the tours of duty or reintegration event.

Within thirty (30) days of contract award, the Contractor shall provide through the NGB COTR for approval a module for the ANG member Orientation. This orientation module shall be specifically designed for the ANG. The state/territory ANG may have an existing orientation module(s) and/or materials available and may require the Contractor to augment these instead of or add additional information/materials to what they provide.

Annually, the Contractor shall offer to conduct advanced orientations or specialized briefings for members to build upon orientations previously received. The Contractor shall work with the PHSME and NGB/SG COTR to plan content, and scheduling of orientations to meet ANG needs, consistent with guidance from the NGB/SG Office.

#### n. Behavioral Health and Wellness Promotion

If requested, the offeror must list in their proposal all behavioral health and wellness promotional resources and materials including slides, handouts, protocols and curricula that are offered to the ANG for use during the life of the contract. These include programs and materials for on-site presentation as well as for distance learning. ANG, through the PHSME, will have use of these educational and promotional programs and materials during the life of the contract, but not after end of the contract unless specifically authorized by the contractor to use them after end of the contract. Within 30 days of award, the Contractor through the ANG COTR will submit behavioral health curricula for approval.

If the contractor makes additional contractor owned educational and promotional

programs or materials, including protocols and curricula, available to the ANG for use during the contract that were not included in the list provided as part of their proposal, ANG will have access to their use during the life of the contract, but not after end of the contract unless specifically authorized by the contractor to use them after end of the contract.

If requested, the contractor shall work collaboratively with the PHSME and the ANG to develop new oral and written health and wellness educational and promotional programs and materials, including protocols and curricula to effectively meet customer needs. The ANG will have sole ownership and ongoing use of these training programs and materials if ANG time or other development costs are funded from this contract.

The ANG COR will specify the Government names and logos to appear on all material used under this contract. Under only very rare circumstances and with the approval of the ANG COR may the Contractor's corporate name appear on any of the material.

1. Behavioral Health and Wellness Promotional Presentations

The PHSME shall also be responsible for providing other presentations as requested by the NGB/SG Office.

The Wing DPH shall work with the ANG COTR and State DPH to plan content, and scheduling of behavioral health and wellness presentations and other promotional activities to meet ANG needs., Each contract year, ANG and the Contractor shall survey the ANG Wings to determine behavioral health and wellness educational and promotional needs. Based on this survey information, the Contractor shall be provided new topics for behavioral health and wellness promotion. The Contractor shall develop programs on these topics, submit drafts for NGB/SG approval, and be prepared to deliver the programs no later than two (2) months after receiving notification of any new topic from the NGB. The Contractor shall also provide other existing behavioral health and wellness promotional presentations as requested by NGB/SG

Within thirty (30) days of contract award the Contractor shall submit, to the NGB/SG office for approval, both a comprehensive plan for behavioral health and wellness promotional presentations and an evaluation form to be completed by participants at the end of each presentation.

- (1) Contingent on workload, PHSMEs and/or affiliate counselors shall provide unlimited presentations. Presentations shall be conducted as requested by the Wing Project Officer or ANG COTR.
- (2) When the Wing requests behavioral health and wellness promotional presentations, the PHSME shall contact other units and wings in the same locale, notify them of the presentations and recommend their participation.

- (3) For established and approved training modules, the Wing DPH shall, within fourteen (14) business days after receiving a request from the Wing or ANG COTR conduct the requested presentation. Handout material on both the topic of the program and the ANG PHS shall be provided at each presentation. The Wing DPH shall distribute, evaluation surveys approved by the Wing Project Officer to each participant at the end of each presentation. The Wing DPH shall track attendance and report of survey metrics to be routed to the ANG COTR upon request.
- (4) The Contractor shall offer a Behavioral Health and Wellness Promotion guide that provides a short description of each presentation topic to ANG liaisons and organizational representatives, as requested.

## b. Design

- (1) The Contractor shall design all health and wellness promotional presentations to be presented in 30 minute, one (1) to two (2) hour modules, and can be adapted for presentation in periods as needed by the ANG Wing. At the request of the Wing Project Officer, through the ANG COTR shall provide presentations exceeding one (1) to two (2) hours.
- (2) Presentations and other forms of behavioral health and wellness education and promotion are to be designed for delivery through various means of distance learning (Webinar/CD DVD etc.) to meet member needs as approved by the ANG COTR.
- (3) The Contractor shall provide promotional materials via web-based electronic transmission to ANG members, whenever that is acceptable to the ANG.
- (4) The Contractor shall refer requests for services outside of the routine behavioral health and wellness presentations by the NGB/SG Office through the ANG COTR
- (5) The Contractor shall create a one or two page summary, with graphics, of each presentation for handout suitable for distribution to members who could not attend the presentation. The design is to be compatible with access electronically or via the Internet.

# c. Optional Alternate Methods

- (1) The Contractor shall participate in presentations via satellite broadcast for the ANG, ANG states/territories with satellite broadcast capabilities, or via other means of distance learning when requested by the NGB/SG Office through the ANG COTR
- (2) The Contractor shall conduct video teleconferencing with remote locations on all presentation topics when requested by the NGB/SG Office through the ANG COTR

- (3) The Contractor shall deliver other types of promotional activities at the request of the Project Officer.
- (4) The Contractor shall ensure that all services are maintained in a private/secure manner and adhere to confidentiality requirements.

# **DELIVERABLES**

	Deliverables	Due Date	Section Reference
1.	Prepare and submit to NGB/SG request for OMB clearance of client satisfaction surveys- <b>if necessary</b> .	When requested by NGB/SG	2
2.	Contractor shall fully and promptly comply with requests by NGB/SG to obtain security clearance for personnel working under this contract	Submit application for security clearance within one week of each request	2
3.	Submit to NGB/SG a review of PHSME placement and recommendations for staffing	Annually, beginning no later than 11 months after contract award	2
4.	Submit to NGB/SG for approval written protocols and procedures to ensure availability of PHSME and Affiliate Counselor supervision and psychiatric consultation	Within thirty (30) days after award of the contract	2
5.	Submit to NGB/SG for approval written protocols and procedures to ensure availability of all during business hours	Within thirty (30) days after award of the contract	2
6.	Submit to NGb/SG for approval written protocols and procedures defining PHSME/Affiliate Counselor duties in responding to after-hours and emergency calls	Within thirty (30) days after award of the contract	2
7.	Notify NGB/SG of backup for when on leave	Two (2) days prior to leave	2
8.	A written voice mail text to be used by each PHSME	5 days of contract award	2
9.	Include in policies and procedures required and accurate	Within 30 days after contract award	2

	Deliverables	Due Date	Section Reference
	communication of messages among PHSMEs and ANG member callers		
10.	Submit to NGB/SG for approval written protocols and procedures for telephone access	Within thirty (30) days after award of the contract	2
11.	Submit to NGB/SG written protocols for telephone case management	Within thirty (30) days after award of the contract	2
12.	Submit to NGB/SG for approval a written voice mail message to be used by PHSMEs	Within five (5) days after award of the contract	2
13.	Submit to NGB/SG a complete listing of all qualified affiliate counselors as well as SAPs with: a. accepting TRICARE payment b. VA system and military culture knowledge	Within thirty (30) days of contract award and quarterly, fifteen (15) days after the period being reported or as requested by NGB/SG	2
14.	Submit to NGB/SG an Affiliate Counselor Usage Report	Quarterly, fifteen (15) days after the period being reported	2
15.	Submit copies of PHSME candidate's resumes etc. to NGB/SG	Upon request by NGB/SG	2
16.	Contractor shall provide a thorough orientation of the ANG to any or Affiliate assigned to the contract	Within ten (10) working days after hire () or prior to providing services to ANG beneficiaries	2
17.	Submit via electronic mail to NGB/SG for approval written protocols and procedures defining each role	Within thirty (30) days after award of the contract	2
18.	Develop protocol for direct services and case management of sensitive or high profile cases and submit to NGB/SG	Within 30 days after contract award	2
19.	Contractor shall provide an orientation of ANG health networks and protocols to new Affiliates	Prior to Affiliates providing services	2

	Deliverables	Due Date	Section Reference
20.	Submit to NGB/SG a sample Client Satisfaction Survey	Within thirty (30) days of contract award	2
21.	Submit to NGB/SG quarterly program utilization reports by PHSME and referred/affiliate counselors	Within fifteen (15) business days of the end of the reporting period	2
22.	Submit to NGB/SG for review and approval Standard Operating Policies and Procedures Manual for the PHSMEs, including telephonic back-up procedures, telephonic counseling, available supervision and psych consultation	Within thirty (30) days after award of the contract	2
23.	Contractor shall distribute Policies and Procedures Manual to include military benefits programs and specific benefits eligibility for ANG	Within fifteen (15) days of approval by NGB/SG	2
24.	Submit to NGB/SG a description of the state specific PHSME account management plan	Within thirty (30) days of award and updated annually	2
25.	Submit to NGB/SG, PHSME and Affiliate Counselor database	Within thirty (30) days after award of the contract, quarterly, within fifteen (15) days after the period being reported, and as requested	2
26.	Submit to NGB/SG for review and approval a reference resource to be used by PHSMEs to facilitate referral of ANG members	Within thirty (30) days after award of the contract	2
27.	Assist with the planning and coordination of "Customer" State ANG Meetings and "significant matters" minutes from those meetings to NGB/SG	As requested by the NGB/SG, minutes due fifteen (15) days after the meeting is held	2
28.	Submit to NGB/SG for approval protocols and procedures for Critical Incident Event response (CIE)	Within fifteen (15) days after award of contract	2
29.	Contractor shall provide on-site crisis intervention teams	Within timeframes specified by NGB/sGfor any special	2

	Deliverables	Due Date	Section Reference
		or critical incident	
30.	Notify NGB/SG of Critical Incident and provide additional written information and/or reports	Notify within twenty-four (24) hours of any special or critical incident and provide written information and/or customer reports at request of NGB/SG	2
31.	Provide to NGB/SG the ANG Commander's comments and suggested corrective follow-up report for Critical Incidents if applicable.	Within seventy-two (72) hours after the occurrence of any critical or special incident	2
32.	Submit to NGB/SG for approval training modules for the Commander Training	Within thirty (30) days after award of the contract	2
33.	Submit to NGB/SG for approval a training module for the ANG member orientation	Within thirty (30) days after award of the contract	2
34.	Submit to NGB/SG curricula of each behavioral health and wellness training session	Within thirty (30) days after award of contract	2
35.	Submit to NGB/SG a qualitative and quantitative report of behavioral health and wellness training	Quarterly, fifteen (15) days after the period reported	2
36.	Submit to NGB/SG for approval both a plan and sample survey form for comprehensive behavioral health and wellness evaluation form	Within thirty (30) days after award of contract	2
37.	Develop programs and materials for presentation on new behavioral health and wellness presentation topics. Obtain NGB/SG approval of drafts	Be prepared to deliver the presentations two (2) months after notification of topic by ANG	2
38.	Define adjustments to standard status reports that will be necessary	Within 15 days after award	3
39.	Provide customized and executive	Ad hoc, quarterly or	3

	Deliverables	Due Date	Section Reference
	summary reports	annually at request of NGB/SG	
40.	Provide Management Reports	Monthly	3
41.	Provide Management Reports for specific state/territory	Upon Request by NGB/SG	3
42.	Provide reports for each state/territory	Within 3 weeks after end of each fiscal quarter	3
43.	Send reports to state PHSME by email or by mailing hard copies	Within 3 weeks after end of each fiscal quarter as elected by NGB/SG	3
44.	Additions to or removal of data fields	Upon Request by NGB/SG	3
45.	Provide paper invoice and detail electronic file	Monthly	3
46.	Data exchanges use standardized transfer format protocol via secure data link per Security requirements	Negotiated routine and scheduled basis	3
47.	Perform electronic transfer to ANG of case and status data	Six working days after end of each month	3
48.	Provide ANG with complete and total backup of data from the	Upon termination of contract or on special request	3
49.	Provide ad hoc reports	Intermittently within 3 working days after request by NGB/SG	3
50.	Replace personal computer systems and commercial hardware per established level of effort	As needed	3
51.	Contractor shall promptly and fully participate in in-depth study of security of contactor's records system	Upon request by NGB/SG	3
52.	Submit written plan to NGB/SG for approval	Annually, (60) days before end of the contract year	3
53.	Develop mutually agreeable Interconnection Memorandum of Understanding	Within 30 days of contract award	3
54.	Provide a mutually acceptable	Within 60 days of contract	3

	Deliverables	Due Date	Section Reference
	Interconnection Security Agreement	award	
55.	Provide security status report	Quarterly	3
56.	Contractor shall design a promotional campaign and update it annually	Submit to NGB/SG within 60 days after contract award and update annually thereafter	3
57.	Submit a sample bulletin to Project Officer for review	Within thirty (30) days after award of the contract	3
58.	Submit to NGB/SG for review and approval a written CQI Program Plan	Within thirty (30) days of contract award	3
59.	Submit to NGB/SG CQI Work Plan	Annually, within thirty (30) days of the beginning of the fiscal year	3
60.	Submit to NGB/SG Quarterly CQI Reports	Quarterly, within fifteen (15) days after the period being reported	3
61.	Submit a report detailing corresponding counselor activity deliverable activity, invoices, charges etc.	Monthly, with voucher	3
62.	Submit to NGB/SG Annual Work Plan Evaluation	Annually, within thirty (30) days of the end of the fiscal year	3
63.	Contractor shall submit written response to ANG on-site reviews and plan and implement corrective action plan	Within fifteen (15) days of the on-site review	3

# **OBSERVANCE OF FEDERAL HOLIDAYS**

# Government holidays are -

- New Year's Day January 1<sup>st</sup>
   Martin Luther King's Birthday Third Monday in Jan.
- 3. President's Day Third Monday in Feb.
- 4. Memorial Day Last Monday in May
- 5. Independence Day July 4th
- 6. Labor Day First Monday in Sept.

7. Columbus Day

8. Veteran's Day

9. Thanksgiving Day

10. Christmas Day

Second Monday in Oct.

November 11

Fourth Thursday in Nov.

December 25

## **DELIVERABLE SCHEDULE**

The Contractor shall prepare and deliver the following items in the quantities specified to the Project Officer. This individual will be identified upon contract award.

Any deliverable or products produced under this contract will be accepted or rejected in writing by the Project Officer. To complete this contract, the Contractor must furnish the deliverables specified below:

#### **SECTION III:**

#### A. SECURITY AND RECORDS MANAGEMENT

System of Records and Management Information System ()

## a. System of Records

Confidentiality and privacy are primary underlying tenets of the ANG psychological health services and it will be the Contractor's responsibility to ensure that all client information remains confidential, private, and secure. Identification numbers shall be assigned to each client's case. The Contractor shall maintain a list of case numbers and corresponding member names electronically or in a locked file in a location separate from member's case files. All member names and case numbers, irrespective of whether the cases are open or closed, shall be kept on the lists. Member names and case numbers of files that have been destroyed shall not appear on the lists of active and closed cases in the files, but shall continue to be maintained on a separate list.

The Contractor shall utilize a record system that is in compliance with the laws and regulations governing mental health, alcohol and other drug abuse prevention, treatment and rehabilitation, the Privacy Act of 1974 and other applicable laws, regulations and guidelines governing confidentiality of counseling/problem solving records. The Contractor shall be subject to the penalties imposed by such laws for disclosure of any information without the member's prior knowledge and specific written consent. All records, whether computerized or hard copy, shall throughout the performance of the contract and after the completion of the contract remain the property of ANG and shall be surrendered to the Project Officer when requested. Case records shall be kept and destroyed in accordance with DoD standards. Only the Project Officer or the Project Officer's designee may destroy records.

The Contractor shall adhere to requirements of DoD, ANG and the Contractor's

Management Information System () security plan including security guidelines for electronic files. To help ensure the confidentiality and security of all hard copy and records, each PHSME office shall have a working door lock and filing cabinets with bar locks. When there are problems with the locks or when it is impossible to install bar locks without destroying furniture, the Contractor shall notify the Wing Medical Group representative for repair or replacement.

All client records maintained by the Contractor, including, but not limited to, any documents referring the member to the PHS, identifying member information and/or ongoing progress notes shall be kept in the locked file cabinet(s) at all times except when the PHSME is working on the case/record/file.

Each Wing Project Officer shall be responsible for following **DoD approved protocols and procedures to assure a secure chain-of-custody** system for any record that is removed from an office. The PHSME shall document the approval to remove any clinical record and/or other confidential information in accordance with the approved protocol. The Project Officer shall be advised prior to the removal of any record, or any part of a record, and shall be advised again when the record is returned.

In the absence of a PHSME, the Contractor shall have knowledge of and access to keys/codes to gain admittance to secure materials.

a. Management Information System () (Portions are Optional for award)

The ANG is currently investigating a comprehensive multi-layered tracking and data collection system for many ANG personnel functions. The ANG may/may not elect to utilize the total capability of Contractor's comprehensive MIS system, but expects the offeror to provide and manage hardware necessary to accomplish and effectively communicate as well as track activity of the PHSME program. The ANG expects any data collected in the provision of this contract will have the ability to be transferred and/or to collaborate in partnership with other ANG /IT contractors, within the bounds of privacy and confidentiality laws and regulations. However, the Government does expect each offeror to propose as part of this solicitation, its MIS capabilities and plan for tracking PHSME services.

Offerors are to propose use of their MIS and describe in their proposal how their MIS will effectively support the full range of services needed under this contract. Offerors are to provide a breakout of MIS costs as part of their business proposal. The Government reserves the right to require use of a DoD system or a combination of DoD and Offeror's MIS.

Offerors are to create and adhere to an established disaster recovery plan that provides for prompt telecommunication and MIS coverage, enabling access by personnel, preferably from an alternate location when failure occurs at a primary site. The Offeror shall describe their disaster recovery system in their proposal including how promptly it restores functionality and a backup plan for how and

who will assume responsibility within the system should a transfer of operations occurs due to any interruption of service.

The Contractor is to provide cost-effective and prompt initial and timely refresher training to ensure competent and efficient utilization of the MIS.

Offerors must describe, as part of their proposal:

- (1) The data to be collected, reports to be generated, and the functionality, security, and efficiency of MIS services offered for use as of the effective date of service delivery under the contract. In so doing the offeror is to address this from the perspective of the PHSMEs, database management and report generation staff and any others with significant roles using the MIS.
- (2) The Offeror will describe their schedule of MIS downtime, actual downtime over the past 12 months, and proposal to minimize MIS downtime since some work shifts will result in 24X7 operations.

Additionally, the contractor may propose enhancements, alternative features, or other means of fully and effectively providing services to support this contract.

As part of their proposal, Offerors are requested to:

- (1) Describe the computer platform and operating system to be used and the method of connectivity between the computers of the PHSMEs located away from the contractor's central database.
- (2) Describe the frequency with which data is aggregated and made available to the PHSMEs if access to the central database of ANG and member clinical and service request information is not real time.
- c. Data Management Requirements

Offerors are expected to use an automated data processing system to support record management and reporting needs. The Contractor shall be responsible for all costs to implement and maintain the system that is used by the contractor and PHSME staff. The Contractor shall be responsible for the following high-level data management tasks:

- (1) Collection of all data managed under this contract (data is more thoroughly defined below).
- (2) Provide personal computing resources (and support of these resources) necessary for the service providers and staff to report and manage the information associated with this contract and the casework associated with the contract.
- (3) Routine development and delivery of status reports
- (4) Routine electronic transfer of detailed data
- (5) Provide provisions for special reporting and data exchange needs

The system or systems used by the contractor must be managed in a way that they will meet security and record management guidelines and standards that are defined within this contract. The following sections provide additional information on the data that needs to be managed and exchanged, the manner in which it will be exchanged, Automated Information System security guidelines that must be adhered to, and the responsibilities that each party will have with respect to implementation and support of the systems.

# d. Definition of Managed Data:

All case files for each employee and/or family member who uses the PHS shall be kept in accordance with the confidentiality requirements as implemented by DoD Regulations, 42 CFR Part 2, and in full compliance with the requirements of the Privacy Act, 5 U.S.C. 552 a.

While the contractor may choose to manage any data they deem necessary to manage operations and perform the work set out under this contract, the following data is considered to be a minimum baseline of the information that the Contractor shall be required to manage and exchange with the ANG. The offeror will be responsible for collection and management of all case management, counselor activity, and business management data required to create operational and business reports for the ANG. This data will be maintained within the Contractor's MIS. For the purpose of this solicitation, data has been defined as sets of data that are collected and managed through the process of providing the following services.

#### (1) Initial Contact, Assessment & Referrals

Beginning with the first member contact the Contractor shall maintain a record of contacts with and/or on behalf of each member with the most recent information kept at the front of the record. Notes shall contain as little identifying information as possible and each PHSME shall be responsible for ensuring that every record is both legible and orderly. Every action taken by the PHSME in management of the case shall be documented. The subjective, objective, assessment and plan (SOAP) or another similarly structured method of documentation shall be used to record on-going progress notes. As a matter of policy, all hard copy files of cases assessed as involving a risk of violence to self and/or others shall be marked in red, and electronic files of such cases are to be flagged for easy identification.

- (2) All PHSMEs cases and cases referred to emergency affiliate counselors by the PHSME or other location shall be maintained in the same manner as assessments, whether such cases are self initiated or referred by management. Every action taken upon initial contact as well as those by assigned counselors shall be documented in accordance with SOAP or similarly structured methods of documentation.
- (3) Data sets managed as part of this process will include:

- (a) Member Demographics: This is information that identifies and describes the member. This will include his/her name, personal information, contact information, Case Number (Case ID), employment information, and in the case of family member and respective identification information.
- (b) PHSME and referred/affiliate counselor identification: Information that identifies the staff/PHSME or referred/affiliate counselor or caseworker that is associated with the case. In the case of referrals, this will include the identification of the initial contact, the assigned counselor, and any other counselors associated with the case via the referral.
- (c) Case Definition: Each initial encounter will initiate a new entry. Case Definition information includes at a minimum the case number, first contact date, time, and site coded location when appropriate.
- (d) State/Territory/Location case ID: The ID is the ANG state or territory for which the work is being performed. Service information provided under this contract will be provided to ANG managers from a number of different locations or regions. Each event or recipient of services must be correctly associated with a case ID to ensure that services are tracked and billed properly, and that reports are accurate for the population covered under a particular site location. The Offeror will be responsible for tracking the case identification for each service that is performed.

# (4) Case Management

Unless the family member is the ANG member, information about family members who use the PHS shall be maintained in the member's file. Records shall contain pertinent information about every contact between the member and/or family member and the PHS, whether on the phone, in person, by fax or in writing.

Data sets managed as part of this process will include:

(a) Case Data: This will include activity conducted during each visit or session and assignments between sessions as well as identified problem/diagnostic impression information. Case data is covered in two general categories—member demographic information and clinical information.

Clinical information includes: progress notes, case status (open or closed), intervention plan, recommendations, presenting and assessed problem, latest version of the ICD or DSM code (when appropriate and permissible), whether or not the member in the case has been referred for service as the result of any violation, drug or substance abuse, TBI or PTSD activity and member's condition at case closing.

For affiliate counselor cases, progress notes, intervention plans and recommendations do not need to be included in the offeror's electronic case management system.

- (b) Events: The offeror will track information about a wide variety of events. Events that are tracked include:
  - o-Initial contact or consultation
  - o-Any referral
  - o-Each counselor contact or consultation
  - o-Each referral contact or consultation
  - o-Each family member contact or consultation
  - o-Any risk management event or consultation
  - o -Any Critical Incident Event or consultation
  - o-Any administrative contact or consultation
  - o-Any phone contact or consultation
  - o-Each PHSME contact or consultation
  - o-Any training event or consultation
  - o-Others as requested by the Project Officer

For each event, there will be an event code, the date the event started, the date it was complete, the definition of the provider that was involved in the event, and if applicable, the identification of the case under which the event occurred.

Additionally, the following requirements must be met:

- (a) Consultation and information provided to PHSMEs during service contacts that do not immediately result in opening a case shall be entered in the MIS as a consultation occurring or documented immediately and entered by the close of business on the day of the contact;
- (b) PHS demographic and PHS case episode activity shall be documented and entered by the close of business on the day of the contact or session;
- (c) PHS training and health promotional activity shall be documented and entered within two (2) business days of the activity.
- (d) Computer screens used by PHSMEs must be easily navigated, support and facilitate member support as opposed to primarily serving as a means of collecting information.
- (e) The Contractor is to collect and report information on reported work

problems and various outcomes including pre and post deployment, civilian reintegration, and productivity measures.

- (f) The Contractor is to provide a Return On Investment analysis, and include a description or sample as part of the proposal.
- (g) As part of their proposal, Offerors are to describe the proposed case management system and include samples of the screens PHSMEs would use when conducting assessment and entering case data or referral information.

# (5) Standard Status Reporting

On a routine basis, the Contractor shall produce a set of standard reports. Offerors are requested to provide, as part of their proposal, a portfolio of example reports that are currently available from the contractor's data system(s) from which ANG may select to be provided under this contract. Within 15 days of award, the Contractor shall work with ANG and define any adjustments that will be necessary to the reports. Based on this, an agreement will be reached on the format for the standard status reports. Subsequent changes to the reports will be made at the request of the Project Officer. Standard status reports will include ID Reports and Management Reports.

- (a) Management Reports: The Contractor's must maintain management reporting capability and on a scheduled basis provide ANG with monthly Management Reports. These reports are the reports used by PHSMEs to maintain and improve the effectiveness and outcomes of services. When the reports include information on services provided by counselors, the information is to be grouped by each affiliate counselor. When requested by the Project Officer, selected Management Reports will be produced for specific individual states and/or territories.
- (b) ANG case ID Reports: The Contractor shall provide quarterly reports for each state via ID within three weeks after the end of each fiscal quarter. These reports are to be available in both electronic format and hard copy. The Contractor shall, at the election of the Project Officer, send the reports by email or mail hard copies to a particular state or territory via the PHSME.

The Contractor shall provide flexibility that provides for additions to or removal of data fields upon request of the Project Officer.

The Contractor's should have flexibility to permit customization of some ANG state reports. The Contractor shall, at the request of the Project Officer, provide customized reports and executive summary reports on an intermittent, quarterly or annual basis for selected states/territories. The executive summary reports will contain informative graphics and narrative that describes the PHSME and generic case activities.

The Contractor is required to collect and report information of each state and territory as well as a combined national report for the PHSME Utilization Report. This attachment represents the type of data collected and reported for a state or territory. Data required to be collected and reported varies, may be more or less for some states/territories, and may change over time to meet ANG needs.

As part of their proposal, Offerors are requested to:

- (a) Describe routine report content, format, and appearance. Include provisions for tracking and capturing specific and/or unique activity, such as disaster and critical incident response for both a regional and national scale, and for generating reports of this information including brief narrative reports highlighting significant aspects of the services delivered.
- (b) Provide the schedule of steps in the process of generating ad hoc and routine reports from the central database to produce the same report content for all services.
- (6) Web Activity Data Reports- if Web Option is elected

As defined in the contract, the offeror will be responsible for providing and supporting another Joint activity and/or DoD websites that will allow people to access reference and self-help information. The offeror will be responsible for providing routine reports that document the collaboration or usage (number of hits) of the different resources via any link to a primary website.

## e. Key Information

To ensure that it is possible to relate all sets of managed information, the Offeror's data systems must ensure that they track key identification characteristics on all the data sets. Key information includes the following elements:

- (1) Site/location identification
- (2) Case identification
- (3) Encounter identification (when appropriate)
- (4) PHSME or service provider identification

#### f. Data Exchange Requirements

As defined in the contract, the offeror will support the exchange of information via:

- (1) Paper reports
- (2) Exchange of electronic documents
- (3) Exchange of standardized electronic transactions

All data exchanges shall occur on a negotiated routine and scheduled basis utilizing a standardized and agreed to electronic data transfer format protocol.

All data shall be transmitted via a secure data link in accordance with DoD Security requirements.

ANG has elected to develop electronic interfaces in a manner supporting Health Insurance Portability and Accountability Act of 1996 (HIPAA), compliance.

Additional data exchange requirements include:

## (1) Routine Status Reports

As defined in this solicitation, on a routine basis, the offeror will provide a set of standard status reports. These reports will be produced in both paper and electronic format. As required, the paper copies will be mailed to designated points of contact. As required, NGB/SG will be responsible for providing an up to date listing of contacts that will receive reports.

Information covered in these reports will include information from the following data sets that are discussed above:

- (a) Case Definition
- (b) Site Location ID
- (c) Counselor Activity
- (d) Case Status Data

Reports also will be produced and delivered in electronic PDF format. A copy of the set of electronic reports will be delivered to NGB/SG along with a data file that relates the contents of the reports to the filenames that are used for each electronic file. This data file will identify file names, and the meta-data for each of the reports contained in the files.

# (2) Monthly Invoice Detail Reports

As defined in this solicitation, on a monthly basis, the offeror will provide paper copy of the invoice to NGB/SG that summarizes the charges for that billing period to include documentation with corresponding deliverable activity, invoices, charges etc. In addition, the offeror will be responsible for providing electronic transactions that detail the information summarized in the invoice.

#### (4) Complete Data Transition

The Contractor shall maintain all data sets within their data systems. On termination of the contract, and or on special request, the Contractor shall provide the ANG with complete and total access to all information including:

- (a) Member/client Demographics
- (b) Counselor Identification
- (c) Case Definition
- (d) Site/Location ID
- (e) Case Data

- (f) Event Data
- (g) Counselor Activity
- (h) Case Status Data
- (i) Analysis of the Data
- (j) Web Data or Activity
- (k) Invoice and billing information

In the event that there is a need to exercise this option, this information will be provided to the ANG as a backup of the data from the MIS system used by the Offeror in an agreed to format.

# (5) Ad Hoc Reporting

The Project Officer may intermittently require ad hoc reports, e.g., a unique inquiry or analysis of data. The offeror should plan to provide for support of these needs, e.g. by maintaining data mining capability that provides the ANG with means of effectively retrieving selected management or clinical data.

In the event this need arises, the Project Officer or their designated representative will define the needs, and the offeror will be expected to produce the requested report within 3 working days.

It is expected that there will be no more than 2 requests per month, and that the requests will deal with reporting or analysis of data that already exists.

The response to the solicitation should detail how this support will be provided, and what protocol will need to be followed to make such a request.

## B. PERIOD OF PERFORMANCE

The period of performance shall be for a two year ordering period during which task orders of up to 12 months with one 12-month option period may be issued. The Government may exercise options to extend the period of performance in accordance with FAR 52.217-9, upon written notification by the Contracting Officer at least 30 days before task order expiration or within 30 days of funds becoming available.

#### C. PLACE OF PERFORMANCE

The Contractor shall perform the required services at the locations listed in Attachment 1.

# D. GOVERNMENT FURNISHED FACILITIES AND EQUIPMENT/ PROPERTY

\*The Government shall provide safe and secure space and facilities to ensure that all PHSMEs are able to carry out the administrative expectations of this contract within environments that ensure privacy. The physical office space may be either on-site or off-site, depending upon the

availability of Government space and the needs of the ANG members being served.

The equipment at, and facilities of, each professional office shall be provided by the Government in accordance with guidelines and standards of DoD, General Service Administration, Public Building Service 9/66 or other guidelines or standards applicable to the Federal organization for which services are provided. Each office shall be maintained as a professional environment that ensures the safety, privacy and confidentiality of all employees who seek assistance.

The Government shall provide appropriate equipment and furnishings and shall provide necessary space, heating, lighting, ventilation and all utilities including telephone(s), and telephone lines required for safe and efficient operation of the physical facility.

The Government shall authorize the Contractor to use the provided equipment and furnishings as well as additional furnishings and equipment of a similar type if required for program expansion. Any such additional acquisitions shall be requested by the Contractor and shall be approved in writing by the Contracting Officer prior to purchase or rental of such furnishings and/or equipment. At the discretion of the Project Officer, any such furnishings and/or equipment may be withdrawn at any time. The Government shall provide necessary periodic cleaning of floors, windows, furnishings and fixtures necessary to conform to applicable health, safety and sanitary requirements.

Following the prior written approval of the Wing Project Officer, the Contractor may use its own items at no cost or liability to the Government for maintenance, service, repair and/or replacement provided the use of such equipment does not require additional, or result in overloading of existing utility resources. All such equipment shall conform to accepted safety standards.

The Contractor shall assume both the responsibility and liability for loss or damage of equipment and/or facilities provided by the Government if the damage or loss is caused by other than normal operating usage or is attributable to negligence of Contractor employees and/or agents.

Within ten (10) days of the start of the contract and within ten (10) days prior to the expiration of this contract, one (1) representative of each the Government and the Contractor shall conduct an inventory to determine the contents of each PHSME office, if the office is Government property and/or if there is any Government furnished property in the office. All capital and non-capital items shall be listed on Standard Form 565 or on a form authorized by the Wing Project Officer. All inventoried items are to be marked with appropriate labels in accordance with FPM regulations.

ANG retains the right to conduct periodic surveys/inspections of PHSME space occupied by the Contractor.

All Government furnished property shall be subject to Federal Acquisition Regulation (FAR) Clause 52.245-5 entitled Government Property (Cost-Reimbursement, Time-and-Material or Labor-Hour Contracts.

#### CONTRACTOR'S COOPERATION

When required, the Contractor shall cooperate with other ANG contractors and subcontractors to ensure the seamless delivery of high quality services to ANG members.

# GENERAL SUPPLIES, STATIONERY AND FORMS

The Contractor shall be required to use Government approved forms for records, data collection, compliance with the Confidentiality and Privacy Acts and any other uses deemed necessary by the Government. Any form which the Contractor proposes to use shall be pre-approved in writing by the Project Officer. If ANG requests that specific forms or other materials be used, ANG shall provide camera-ready artwork which shall then be produced and distributed by the Contractor.

The Contractor shall be responsible for purchasing and supplying each professional office with all general supplies and Government approved training, promotional materials, and stationery necessary for program operations, in fulfillment of this contract. Specific Government organization logos or other insignia will be provided by the Project Officer. Under no circumstance may the Contractor's corporate name or logo appear on any material used, unless preauthorized by the ANG COTR.

## PERSONAL COMPUTER AND SUPPORT

The system or systems used by the contractor must be managed in a way that they will meet security and record management guidelines that are defined within this contract.

## (1) Personal Computer Support

Offerors are to propose to supply, support, and maintain the personal computers, related hardware, commercial software, and Internet access needed for performance under this contract. The helpdesk support function must provide timely and effective support to users of the system.

The Government reserves the right; however, to provide and maintain all or some of the personal computer systems including related hardware, commercial software, and internet access for the PHSMEs working at their respective offices and/or "on the road", and/or to provide helpdesk support for all or some of the PHSMEs in use of these personal computer systems if it is in the best interest of the Government. The Government will negotiate this with Offerors in the competitive range if it appears to be in the best interest of

the Government to do so at time of award, or may elect to provide these functions, or may require the Contractor to provide these functions at any time during the life of the contract.

As part of the costs in the business proposal, Offerors are requested to include a breakout of the cost for replacing the personal computer systems including related hardware and commercial software, for maintaining these personal computer systems including internet access, and for helpdesk support for use of these personal computer systems by PHSMEs located in the 54 states and territories as well as one each in the Air and Army Air National Guard Readiness Centers. Offerors are to respond to the level of effort specified for each of these categories in the price tables when preparing their business proposal.

# (2) Web Reporting System Support

The ANG COTR may require in the future that the Contractor post site location ID reports on a Contractor provided website and provide states and territories with limited access only to their individual reports.

At the election of the ANG COTR, the ANG will post electronic copies of such reports on a coordinated DoD website.

# - Data Management Security Requirements

The Contractor shall be required when requested by the ANG COTR, to promptly and fully participate in an in-depth study of the security of the Contractor's records system and Management Information System. Government personnel and/or third parties on behalf of the government may conduct this review. The government may require corrective actions, as a result of this study, that if not implemented within timeframes established by the government can result in default of performance under this contract and termination of the contract for cause.

The hardware and control system are to be contained in a facility that protects the physical integrity of the systems and provides security from both physical and electronic threats.

The Contractor shall adhere to requirements of the Contractor's MIS security plan including security guidelines for electronic files. To help ensure the confidentiality and security of all hard copy and records, each PHSME office shall have a working door lock and filing cabinets with bar locks. When there are problems with the locks or when it is impossible to install bar locks without destroying furniture, the Contractor shall notify the ANG COTR for repair or replacement.

Annually, (60) days before end of the Project (Contract) Year, the Contractor shall submit via electronic mail to the ANG COTR for approval, a written plan. The plan shall include, but not be limited to, proposed additional new features

and enhancements and proposed resolution of any issues that have not been resolved.

The MIS must comply with DoD computer security requirements.

- (1) Comply with the Computer Security Act of 1987 Office of Management and Budget (OMB) Circular A-130, Appendix III, "Security of Federal Automated Information Systems," and the Privacy Act of 1974 (5 U.S.C. 552 as Amended). The vendor shall have achieved Certification and Accreditation in accordance with the guidelines of OMB Circular A-130 or have an approved Interim Certification and Accreditation prior to hosting ANG data or interconnecting with a DoD IT system.
- (2) Within 30 days of contract award the vendor will be required to develop a mutually agreeable Interconnection Memorandum of Understanding (MOU) that will document the mutual understanding of the security implementation that will be implemented to support these requirements. Cost(s) associated with meeting these requirements, from the perspective of the vendor's entity, will be paid by the vendor. Within 60 days of contract award, and prior to the implementation of any system interfaces, the vendor will be required to provide a mutually acceptable Interconnection Security Agreement (ISA) that will provide details on the interconnection design that will be implemented, as required by the

Federal Information Security Management Act (FISMA) as part of the e-Government Act of 2002.

- (3) The ANG also requires that the vendor provide to the ANG COTR and or designee, quarterly security status reports (which can be submitted in the form of an updated plan of action and milestones) and should describe the continuous monitoring activities employed by the information system owner. At a minimum, the status report should include but not limited to the following questions:
  - (a) Have any changes to the information system affected the security controls in the system or introduced new vulnerabilities into the system?
  - (b) If so, has the agency-level risk—that is, the risk to ANG operations, ANG assets, or individuals been affected?
  - (c) Has a specified time period passed requiring the information system to be reauthorized in accordance with federal or DoD policy?
- (4) Vendor security practices shall meet or exceed those prescribed, standards, regulations, and guidelines outlined above. Security strategies are separate from operations, enabling security officers to act quickly upon incidents and incorporate security best practices. This granular level of security management shall ensure standards required to evaluate practices and enhance safeguards as needed to limit unnecessary or inappropriate access to and disclosure of protected behavioral health information.

- (5) To help protect computing resources, the ANG and any contracted firm managing computing resources for DoD is required to comply with, but not limited to, the following laws, regulations, and directives:
  - (a) Computer Security Act of 1987, P.L. 100-235: This act requires computer security plans for all federal computer systems that contain sensitive information and security awareness training for all individuals involved in its management, use, or operation.
  - (b) Federal Financial Management Improvement Act of 1996 (FFMIA): This Act requires agencies to implement and maintain financial management systems that comply substantially with Federal Financial Management Systems Requirements (FFMSR), applicable Federal Accounting Standards, and the United States Government Standard General Ledger at the transaction level.
  - (c) Federal Manager's Financial Integrity Act of 1982 (FMFIA), P.L. 97-255: This Act requires that the agency head, on an annual basis no later than December 31, provide an assurance statement with respect to agency management controls and agency compliance with financial management system requirements. The objective is to reduce or eliminate the incidence of waste, fraud, and abuse to government financial systems.
  - (d) OMB Circular No. A-127, Financial Management Systems: This Circular prescribes policies and standards for executive departments and agencies to follow in developing, operating, evaluating, and reporting on financial management systems.
  - (e) OMB Circular No. A-130, Management of Federal Information Resources: This Circular establishes policy for the management of Federal information resources.
  - (f) Paperwork Reduction Act of 1980 as amended in 1995: This Act establishes a broad mandate for agencies to perform their information resources management activities in an efficient, effective, and economical manner. The goals of the Paperwork Reduction Act are to have Federal agencies become more responsible and publicly accountable for reducing the burden of Federal paperwork on the public, and for other purposes.
  - (g) Privacy Act of 1974 (PL-93-579): This Act requires the U. S. government to safeguard personal data processed by Federal agency computer systems.
  - (h) Federal Information Security Management Act (FISMA) of 2002: This Act provides a comprehensive framework for ensuring the effectiveness of information security controls over information resources that support Federal operations and assets.
  - (i) Presidential Decision Directive (PDD) 63 sets a goal of establishing a reliable, interconnected, and secure information system infrastructure and increased security for government systems. It addresses the cyber and

physical infrastructure vulnerabilities of the Federal government by requiring each department and agency to work to reduce its exposure to new threats.

- (j) NIST Special Publication 800-47, Security Guide for Interconnecting Information Technology systems.
- (k) NIST SP 800-26, Requirements for Physical Security Safeguards
- (I) Any DoD Information Technology Security Program Handbook, Baseline Security Requirements, DoD Certification and Accreditation, DoD Configuration Management Guide, DoD Contingency Planning for Information Security Guide, DoD Plan of Action and Milestones, DoD Privacy Impact Assessment, or DoD Risk Assessment Guide.

#### 508 Citation

All electronic and information technology (EIT) procured through this Statement of Work and any resulting contract, task order, delivery order, or purchase order must meet the applicable accessibility standards at 36CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act 0f 1973, as amended, and is viewable here. The contractor shall indicate for each line item in the schedule whether each product or service is compliant or noncompliant with the accessibility standards at 36 CFR 1194. Further, the proposal must indicate where full details of compliance can be found (e.g., vendor's website or other exact location).

# - Background Investigations

In conformance with the DoD guidelines, ANG requires that all contractors have background suitability investigations commensurate with the associated level of risk. Background Investigations should be commensurate with high-risk for the Systems Administrator. Reasonable measures will be taken to assure that such evaluations are to be completed by the appropriate security representative before contract personnel are granted access to any DoD connected computer systems.

## ANG Network Security

In addition to completing security background investigations, all PHSMEs must be eligible to obtain a Common Access Card through their respective ANG Wings to access the ANG network infrastructure and electronic mail. This is essential in order to interact with the various organizations within the Wing and the National Guard Bureau.

## - Promotional Materials and Activities

The Contractor shall design and conduct a promotional campaign to creatively assure that eligible persons including those in geographically dispersed regions attain and maintain knowledge of PHS services and how to access them as well

as reduce any stigma associated with mental health programs. To accomplish this, the contractor must provide PHSMEs who recognize and utilize a broad range of promotional methods, who partner with JFHQ personnel to create effective promotional events and strategies, and who have public speaking abilities that result in effective presentations to groups of managers and ANG members. Depending on needs, they also must be willing to travel within a geographic area of within a state or territory as well as nationally as highly visible, well-identified representatives of the PHS throughout their assigned location. PHSMEs will be expected to travel to provide trainings, engage in promotional activities, take part in collaborative efforts with other supporting ANG Joint personnel, and consult with Commanders managers and other leaders.

The Contractor's ongoing promotional campaign must be designed to ensure PHS awareness at all organizational levels.

The promotional campaign is to be designed and submitted to the ANG COTR for approval within 60 days after contract award and updated annually thereafter.

To encourage utilization, the Contractor shall provide promotional materials that shall include, but not be limited to, brochures, posters, manuals, videos, bulletins, and other related items. The Contractor shall have ANG COTR approved promotional materials available in Spanish, as required by the ANG.

#### a. Bulletins

Within thirty (30) days of contract award, the Contractor shall submit to the ANG COTR for review a sample bulletins, hard copy and/or electronic versions. If the Government elects to have the Contractor develop and distribute bulletins, they shall be distributed to the PHSME quarterly through the website, a formatted diskette, or on the basis of one bulletin per employee plus ten (10) percent of the ANG units and wing population. The Contractor shall ship bulletins with an enclosed ANG transmittal document, to PHSMEs ten (10) days prior to the distribution dates of February 1, May 1, August 1 and November 1 each year of the contract.

# b. Distribution

With the exception of bulletins, during the period of performance of the contract and task orders, the PHSMEs shall distribute promotional materials. When the PHSME receives requests for materials from the ANG, the PHSME shall coordinate distribution within ten (10) days of the request. The Contractor shall also send the requested resource to ANG COTR via electronic transmission.

## (1) Promotional Materials Development

If requested, the Contractor shall work with the ANG COTR or designated representative to effectively customize information and design promotional materials. The ANG COTR will specify the Government names and logos to appear on promotional material. Under only very rare circumstances and with the approval of the Contracting Officer may the

Contractor's corporate name appear on any of the promotional materials. The Contractor's name, trademark, and/or logo shall not appear on any distributed materials unless specifically authorized in writing by the Contracting Officer. If the Government elects to have the Contractor develop promotional materials, the Contractor shall be requested to submit a proposal which will be negotiated at that time.

## (a) Brochures

The Contractor shall distribute brochures to each PHSME on the basis of one brochure per ANG member plus an additional ten (10) percent of the population at the beginning of each contract year. Additional copies of brochures shall be distributed by the Contractor to PHSMEs or ANG POCs within ten (10) working days of any request.

# (b) Posters

Posters shall be printed and distributed to PHSMEs on the ratio of ten (10) percent of the ANG population at the beginning of each contract year. Additional copies of posters shall be distributed by the Contractor to PHSMEs or ANG POCs within ten (10) working days of any request.

# (c) Videos/DVDs

If requested, videotapes and/or DVDs will be designed and distributed; subjects will include the ANG Member Orientation and Awareness Training modules as well as pertinent clinical subjects and shall be distributed to the PHSME or ANG POC on the basis of one set of videotapes per request.

#### d. Contractor Recommended Products

The Contractor shall describe any other products and/or methods that they would recommend implementing to promote the PHS.

# - Psychological Health Steering Committee

The PHSMEs will also work collectively to share best practices and convey additional information at the state and local level; the creation of a Psychological Health Steering Committee to communicate and advise Guard senior leadership at the national level.

In order to accomplish this, the Government expects the successful vendor to organize and sponsor such a venue initially after award and annually thereafter.

This may be planned in conjunction with other Guard support program components.

#### E. QUALIFICATIONS OF KEY PERSONNEL – SEE SECTION 2.

# F. CONTINOUS QUALITY IMPROVEMENT (CQI)

The Contractor shall establish and maintain a comprehensive Continuous Quality Improvement (CQI) system for measuring, evaluating, and improving performance of clinical and administrative services provided under terms of the contract. ANG will be invited to participate in all CQI meetings, and will participate at the discretion of NGB/SG.

# a. CQI Program Plan

Within thirty (30) days of contract award, the Contractor shall submit via electronic mail to the ANG COTR for review and approval, a written CQI Program Plan. The CQI Program Plan shall address items such as the structure of the CQI program, program intent and goals, and committee structure and composition. The plan should describe proactive approaches to maintaining and improving quality as well as what triggers follow-up on negative comments or indicators and the nature of that follow-up

The plan also must include specific procedures for maintaining and improving quality in all operational components, e.g., regarding ANG member satisfaction surveys. The plan should include, but not be limited to procedures for:

- (1) Follow-up internally on all negative client satisfaction comments about the vendor's process.
- (2) Providing ANG with reports on follow-up on negative comments in (1) above and outlining how processes have been improved.
- (3) Follow-up on comments that reflect negative clinical experiences and track these by PHSME and/or affiliate counselor.
- (4) Providing ANG with reports on follow-up on negative comments in (3) above and outlining how processes have been improved.
- (5) Tracking complaints about PHSMEs and/or affiliates counselors and, if necessary, removing affiliate counselors from the network.
- (6) Providing ANG with reports on follow-up on negative comments in (5) above and outlining how processes have been improved.
- (7) Recognizing and providing to ANG reports on persons or initiatives which received significant compliments, i.e., providing information to facilitate opportunities to build upon strengths, and reporting on individual and group performance recognition thus reinforcing positive work.

# b. Annual CQI Work Plan

Within thirty (30) days of the beginning of each fiscal year, the Contractor shall submit via electronic mail to the ANG COTR for review and approval, an annual CQI Work Plan. The annual plan shall include: key indicators identified to be measured and evaluated during the fiscal year (including those continued from the previous fiscal year); the standards/goal/benchmark for each item; data collection frequency; reporting time frame; data sources/methodology; actions in place for meeting the standard/goal/benchmark; and special studies and/or initiatives being followed for the new fiscal year. The Annual CQI Work Plan shall address client satisfaction; PHSME retention; telephone access; program utilization; ANG member record reviews; PHSME and affiliate counselor capacity ratings; PHSME and affiliate completion of data outcome fields; response to critical incidents; compliments and complaints; outcomes or other research studies; and other categories used to evaluate program quality and quality improvement needs.

# c. CQI Reports

Within fifteen (15) days after the end of the quarter (or at other intervals as determined by ANG), the Contractor shall submit CQI reports via electronic mail to the ANG COTR. Reports include:

- (1) Status of key indicators against the standards or baselines, actions developed to improve performance, and results of those actions.
- (2) Narrative and statistical reports for up to fifteen (15) states/territories to be identified by ANG.
- (3) Training evaluations and ANG member satisfaction surveys and statistical analyses.
- (4) Upon request by the ANG COTR, the Contractor shall submit a report to the ANG COTR that provides a breakdown of estimated costs to provide specific services, services in specific geographic areas, and/or services to specific states/territories.
- (5) The Contractor shall provide a monthly report that details PHSME and affiliate counseling activity including number of sessions (per ANG member and family member) and number and hours of training per state/territory delivered by PHSMEs. In this report, the Contractor shall also list any other services provided during the quarter. This report will be incorporated with the monthly billing voucher.

#### d. Annual Work Plan Evaluation

Within thirty (30) days of the end of the fiscal year, the Contractor shall submit via electronic mail to the ANG COTR an annual Work Plan Evaluation CQI report. This report will include key indicators, standards, evaluation of annual performance against the standards, summary of actions taken to improve performance, and the results of those actions.

## e. Site Visit Quality Reviews

The Contractor shall cooperate fully with ANG site visits to PHSME and/or affiliate counselor offices. These reviews will normally be scheduled in advance at mutually agreeable times, and prior to the site visits ANG will provide the Contractor with the criteria to be used in the site visit process. ANG reserves the right to perform reviews without scheduling in advance. The Contractor shall respond in writing to the written ANG site visit report within fifteen (15) business days of the receipt of the report. The Contractor shall develop and implement actions plans with ANG concurrence to address quality improvement needs in a timely manner.

The results of these reviews will be discussed with the PHSME and the . The Contractor shall be expected to receive an acceptable rating on these reviews.

# f. Third-Party Evaluator

When requested by ANG, the Contractor shall cooperate fully with an external third-party evaluator who shall be selected by ANG.

## g. Contractor Recommended CQI Methods

The Contractor shall describe as part of their proposal, specific methods for continuous quality improvements proposed to ensure consistent, quality performance in all spheres of operation, e.g., day and after hours service, affiliate counselor and PHSME performance, information system, report generation, ANG member/supervisor or Commander consultation, and general customer service.

## - ANG PHSME OPTIONAL SERVICES

ANG Optional Services provide the ANG and each state or territory the option to select, from among the services listed below, individual stand alone services needed to fill gaps in services to meet needs identified by the Government.

Offerors are requested to provide, as part of their proposal, a description of what services they offer to provide related to each of the following topics, what additional services they offer to provide as of the first day of service delivery under the contract, and what they commit to doing to ensure that the services provided over the life of the contract remain consistent with the Contractor's commercial services offered to others, industry standards, legal decisions, and customer needs:

# 1. Stand-alone Drug Free Workplace Services

Stand-alone Drug Free Workplace Services including Substance Abuse Professional Services are provided to meet the needs of the Air National Guard in a variety of circumstances such as when there is need for this service to be separate from the counseling services. The Contractor is required to perform

these stand-alone services consistent with the requirements established for delivery of Substance Abuse Professionals Services.

The Government will issue delivery orders if and when these services are needed during the life of the contract.

# 2. Stand-alone Behavioral Health Education and Training Services

Stand-alone Behavioral Health Education and Training Services, both on-site and through distance learning, including development and/or presentation using various techniques, media, and means of communication are provided to promote awareness and understanding of behavioral health principles that contribute to a healthy lifestyle as ways of preventing and ameliorating a variety of personal problems that negatively affect performance and conduct on the job. A variety of approaches are important because people learn in different ways and because the ANG has a widely dispersed workforce who needs to be treated in an equitable manner regardless of where they are located.

The Government will issue delivery orders if and when these services are needed during the life of the contract.

# 3. Stand-alone Targeted Assessment, Screening and Referral Services

Stand-alone Targeted Assessment, Screening and Referral Services are provided for selected discrete types of personal problems such as TBI, PTSD, alcohol or depression. These targeted services typically are elected when an ANG Commander perceives that significantly more members are affected by the selected problems than are addressing the problem through other existing services. A variety of methodologies may be employed in providing this service encompassing health awareness and promotional campaigns, easily accessible and confidential screening methodologies such as internet access links, professionally valid screening instruments, interpretation of results, consultation with participants, and effective referral to qualified sources of assistance when needed.

The Government will issue delivery orders if and when these services are needed during the life of the contract.

#### 4. Stand-alone Preventive and Intervention Services

Stand-alone Preventive and Intervention Services are provided based on results of a variety of assessments, e.g., surveys of health and productivity within a given ANG state/territory workforce. At ANG's discretion, the vendor will conduct assessments including but not limited to surveys. This is a proactive approach to identifying specific productivity problems of prevalence sufficient to warrant prioritization of resources to address these problems.

The Government will issue delivery orders if and when these services are needed during the life of the contract.

#### 5. Stand-alone Behavioral Health Return to Work Services

Stand-alone Behavioral Health Return to Work Services are provided to extend to all members who have been off work because of illness or injury, services based on the concepts of effective return to work counseling that are practiced within the psychological health services. These services utilize a behavioral health approach to promoting an effective transition back to civilian status and help reduce additional issues associated with return to work concerns.

The Government will issue delivery orders if and when these services are needed during the life of the contract.

# 6. Other stand-alone PH Optional Services

Other stand-alone PH Optional Services are an extension of PH services provided to fill gaps in services, and to provide a more complete solution to meeting the Air National Guard's psychological health needs. These services may involve any service that requires special emphasis to meet ANG members, state's or territory's needs.

The Government will issue delivery orders if and when these services are needed during the life of the contract.

# 7. Web Based Services and Tele-psych Health Capabilities

Internet-based counseling services recognize the increasing reliance on the internet as a source of information and communication. Website services complement the traditional mental health services by providing a "self serve" option that enables any ANG member to obtain accurate information and help on sensitive issues. In performance of this requirement, the Contractor may provide all necessary personnel, infrastructure, and technical support to implement and maintain a comprehensive, professionally accurate, and user friendly website and counseling services for ANG personnel. The Website must be compliant with Section 508 of the Rehabilitation Act of 1973, as Amended 29 U.S.C. 794 (d).

#### a. Contractor Services

Offerors must describe, as part of their proposal, the access and navigational procedures required of users, and the depth and breadth of web-based services and counseling offered for use as of the effective date of service delivery under the contract. Also as part of their proposal, the contractor must describe procedures and timeframes for updating and refreshing the website, and a time delineated plan for meeting all the ANG preferences for web-based services as described in "b." below. Additionally, as part of this time delineated plan, the contractor may propose further enhancements, alternative features, or other means of fully and effectively serving employees and family members through the website. The Contractor shall also partner with ANG to ensure the website content and tele-psych health counseling is appropriate for the ANG.

Any material contained on this website is understood to have been developed at private expense by the Contractor and its subcontractors and constitutes limited rights/data/restricted computer software consistent with the provisions of FAR 52.227-14. Access to this website, tele-psych health counseling and its links may be authorized under this contract. Use of this website services conveys no additional rights beyond those noted in the contract.

The Government reserves the right to require that the Contractor remove materials from the website.

#### b. ANG Preferences

# (1) On-Line Library

The Contractor shall have a comprehensive on-line library that enables employees to view and print professionally accurate informational, educational, and health and wellness promotional resources on a variety of psychological health/mental health related topics. The Contractor shall maintain an up-to-date library of current information through regularly scheduled content refreshment.

## (2) Self-Assessment Tools

The Contractor shall have self-assessment tools for each category of personal problems for which self-assessment is useful, e.g., Traumatic brain injury (TBI), post traumatic stress disorder (PTSD) alcohol and other drugs, depression, anxiety, self-esteem, relationship satisfaction, Type A personality, etc. These instruments or links shall ask questions, summarize responses, and provide recommendations for addressing problems.

#### (3) Self Guided Skill Enhancement Tools

The Contractor shall have a robust set of skill enhancement tools to help employees manage certain conditions or situations, e.g., stress management, resiliency, dealing with difficult people, coping mechanisms etc. These tools must be updated and refreshed on a regularly scheduled basis.

#### (4) Counseling

The Contractor may be required to provide live counseling sessions on an as needed basis and at times pre-approved by the ANG COTR. The Contractor shall advertise any such capability to ANG members through the website and/or electronic mail. The rules for tele-psych health counseling use shall be guided by the ANG COTR.

## (5) Support Groups

The Contractor may be required to provide live counselor facilitated support groups on a variety of mental health topics as participation warrants and at

times pre-approved by the ANG COTR, e.g., recovering from TBI, PTSD, alcohol, gambling, drugs, etc. The Contractor shall advertise the availability of any such support groups to ANG members through the website and by electronic mail.

# (6) Supervisor/Commander Links

The Contractor shall provide separate supervisor/commander links that are designed to provide training on supervisory related issues. These sites shall include online interactive training and will allow managers and commanders to learn at their own pace and participate on demand. Managers and leadership shall also be able to schedule consultation appointments with psychological health professionals.

# (8) Question and Answer Service (Tele-psych health)

The Contractor shall include on the Website a readily apparent and easily understood means for ANG members and family members to ask questions via the Website for responding to ANG member behavioral health questions related to a wide variety of mental health topics. Counselors shall provide answers to ANG member questions within one (1) business day unless the message is of an emergent nature. Questions that are emergent in nature shall be responded to immediately.

# (9) Resource Links To Other Websites

ANG shall provide a link to the Contractor provided psychological health website, and the Contractor shall include links to the ANG and respective DoD resource websites and to other relevant mental health and personal development resources. Whenever feasible the links to other Government related websites may be included.

The Contractor must describe, as part of their proposal, what due diligence processes will be conducted to ensure the trustworthiness and appropriateness of other websites linked from the Contractor's website. This description must include processes prior to establishing links to other websites and ongoing processes throughout the time links are active.

#### (10) Website Branding and Page Customization

The Contractor shall provide for flexibility in website branding including:

- (a) The Contractor shall brand the website for ANG to allow for seamless integration of the Contractor's system with ANG/DoD. ANG would provide the branding information including web templates and all associated graphics,
- (b) The Contractor shall customize selected website pages to meet ANG member's needs.

# (11) Website Access

The Contractor shall provide easy entrance to the website through an authorizing code that will be provided to ANG members. Members must view the entrance and navigational process as user-friendly and not as a deterrent to use of the website. User-friendly features include ability to select an option from the first website page that allows them to proceed and have full access to the website without registering or providing additional information. If the user elects to register, e.g., to enable the Contractor to alert them to new information on topics of special interest to the user, then the user will be alerted to the availability of the new information when the user next accesses the first page of the website.

# (12) Website Privacy

The Contractor shall maintain the privacy and confidentiality of website users including adherence to the following privacy guidelines:

- (a) The Contractor shall not make the list of site members or users available to any third parties without the written permission of NGB/SG.
- (b) For tele-psych health counseling services, all rights, privileges, applicable laws and regulations required for face to face counseling apply to tele-psych health counseling.
- (c) For services offered via the website that "push" content, e.g., bulletins or mass electronic mailings, members shall have the option of opting out of the service.
- (d) ANG owns all customer organization and employee membership information and all site logs. When requested by the Project Officer, the Contractor shall provide the ANG COTR with membership information and site logs.
- (e) The Contractor must treat any Government-provided ANG/DoD or ANG member information as proprietary. Such information may only be used for the purposes of supporting this contract. Under no circumstances should this information be shared with any third parties without the written permission of the NGB/SG.

#### (13) Website Advertisements

Neither sites branded for ANG/DoD, nor program content elected as an option under this contract may contain advertisements from the Contractor or company. All advertisements and links to other websites that contain advertisements must have the prior approval of NGB/SG.

# (14) Reports

The Contractor shall submit website and tele-psych health counseling utilization reports with the contents mutually agreed upon by the Contractor and ANG COTR. Quarterly and annual reports to be submitted via electronic mail to the ANG COTR, within fifteen (15) business days of the end of the reporting period.

The Government will issue delivery orders if and when these services are needed during the life of the contract.

# **Attachment 1**

Site Locations: ANG Wing Psychological Healthcare SME Distribution

There are 54 states and territories with a total of 89 projected units that will require a contract employee at the time of award. The distribution of contractor employees will be coordinated by the ANG COTR with the contractor after award. All states and territories will eventually be provided with a PHSME under this contract. The goal is to fill those units with the high stress missions first and then prioritize them in order by the number of suicide occurrence at each Wing. The number of states requiring a contractor employee may increase or decrease during the life of the contract, depending on mission within the states.

## ANG Wing Psychological Health Program Manager Distribution:

- 1. Missions with high stress:
  - a. UAS (RPA):
    - 174 Syracuse NY
    - 147 Ellington TX
    - 163 March ARB, CA
    - 119 Fargo, North Dakota
    - 162 Tucson, AZ
- 2. Bases with >2 suicides 2005-2009:
  - 159 New Orleans, LA
  - 175 Baltimore, MD
  - 151 Salt Lake City, UT
  - 124 Boise, Idaho
  - 138 Tulsa, OK
  - 148 Duluth, MN
  - 153 Cheyenne, WY
  - 176 Kulis, AK
  - 185 Sioux City, IA
  - 139 St. Joe, Ms
  - 173 Klamath Falls, OR
  - 167 Martinsbury, WV
  - 187 Montgomery, AL
  - 152 Reno, Nevada
- 3. Bases with >300 deployers in 2009:
  - 130 Charleston, SC
  - 138 Tulsa, OK
  - 148 Duluth, MN
  - 193 Middletown, PA
- 4. Bases with Air Evac Mission:
  - 146 AES Channel Island, CA

- 187 AES Cheyenne WY
- 109 AES Minneapolis, MN
- 139 AES Scotia, NY
- 142 AES New Castle, DE
- 167 AES Martinsburg, WV
- 156 AES Charlotte, NC
- 118 AES Nashville, TN
- 183 AES Jackson, MS
- 137 AES Oklahoma, OK

<sup>\*</sup>All other ANG bases will have a Wing Psychological Health Program Manager position filled after the above positions are established.

# **Attachment 2:** Training

ANG 101 Orientation Training – Sponsored by NGB

DOD Automated Neuropsychological Assessment Metric (ANAM) program

**USAF Suicide Prevention Program** 

USAF Suicide event reporting of the Department of Defense Suicide Event Report (DoDSER)

USAF Resiliency Program (when fielded)

DoD and AF Policy for Alcohol and Drug Abuse and Sexual Abuse prevention programs Yellow Ribbon referral

Military One sources referral

Veterans Administration referral

USAF Front Line Supervisor course

**USAF Family Assistance Programs** 

State Director Psychology Health and Transition Assistance Advisor programs

Other psychological health and medical DoD, NGB and AFI references/programs

Wingman Program

Telemental Health Initiatives

Defense Transition Centers and ANG medical referrals

DoD and AFI initiatives for post traumatic stress (PTS) and traumatic brain injury (TBI)

Community Action Information Board (CAIB) management

#### PROGRAM MANAGER PWS

# ANG PSYCHOLOGICAL HEALTH PROGRAM STATEMENT OF WORK (SOW)

#### **SECTION I:**

**A. TITLE** – ANG Psychological Health Program Manager for Wing Psychological Healthcare Subject Matter Experts (PHSME)

- **B. INTRODUCTION** Psychological Health Services capability has been non-existent at Air National Guard Wings for a number of years. With new psychological health initiatives being implemented throughout DoD and the Armed Services, these support services will now be offered to 107,000 Air National Guard members and their families throughout the U.S., including the Pacific Islands, Puerto Rico and the Virgin Islands. These services are tailored and delivered according to the psychological health needs of each individual through various combinations of mental health resource identification, communication of applicable benefits and other counseling services within DoD, state and military system framework, as well as through Military OneSource (MOS). The services of a psychological health manager, with previous military experience and background, are essential in order to assist the ANG Director of Psychological Health accomplish the ANG's mission of providing psychological health support to all Air National Guard members and their families.
- **C. SCOPE/OBJECTIVE** Primary connectivity to all 89 ANG Wing PHSMEs and Project Officers to provide guidance and oversight on all DoD, AF, ANG and State psychological health programs and training. To provide technical and administrative support to the various USAF and ANG psychological, behavioral and public health programs. To coordinate and provide assistance to the ANG Wing PHSMEs and their units with regards to the psychological health program policies and directives, program implementation tracking and reporting, and act as the liaison between the field, the State Directors of Psychological Health, and the Air National Guard Medical Services Directorate.

#### **SECTION II:**

- **A. TECHNICAL REQUIREMENTS** The following are the minimum qualifications necessary for performance of the work (i.e., experience, education).
- -- Intensive knowledge of the DoD, AF, NGB, ANG, Federal and State Behavioral Health Programs, operating policies, practices, procedures, and regulations to provide information about the program's services, requirements, and procedures, and participate in the development of action plans for the ANG Preventive Medicine and Psychological Health programs.
- -- Knowledge of all psychological health resource and referral sources to assist ANG Units and State Directors of Psychological Health on DoD, AF, ANG, and National Behavioral Health Resources.
- -- Knowledge and understanding of a wide range of staff concepts, policies, management/organizational techniques, and military command and ANG military organizational process.
- -- Knowledge of the nature and capability of word processing software procedures and function keys to perform a substantial range of functions, such as generating tables of contents, importing graphs or databases, creating glossaries, aligning multiple columns, automatically printing document identification or other notations at the top or bottom of each page, and creating form letters and automatically merge these with mailing lists.
- -- Knowledge of Microsoft Office suite of products, i.e. MS Outlook, Access, Excel and Word

- -- Knowledge of spelling, arrangement, grammar, and required formats for the purpose of identifying and correcting grammatical errors in material to be typed.
- Knowledge of implementing, developing, and managing psychological health programs and personnel in a federal or state system.
- -- Skill in performing and completing a variety of concurrent assignments.
- -- Skill in developing an education and training curriculum with learning objectives and outcome reports.
- -- Skill in verbal and written communications.
- --Knowledgeable of HIPPA and Privacy Act legislation.
- **B. SPECIFIC TASKS/DELIVERABLES** The following tasks shall be performed independent of Government supervision, direction, or control:

#### Task 1: 40% Critical

Provides administrative management of the ANG psychological health programs. Member will coordinate with the ANG Director of Psychological Health and Chief, Public Health and Prevention Branch for the overall management of ANG psychological health programs. Interprets, translates and provides recommendations on written or expressed DoD, AF, NGB or ANG psychological health and preventive medicine policy to assist units and the NGB/SG office in resolving NGB and ANG unit psychological health policy, directives, and concerns. Acts on behalf of the NGB/SG for all issues related to the management and administration of psychological health programs within the ANG. Must meet all credentialing requirements in accordance with NDAA 708, DoD Policy for mental health screening and must perform mental health screening in accordance with DoD and USAF policy for personnel returning from deployments. Will act as the ANG Technical Advisor in all matters pertaining to the hiring process and training of all 89 Wing DPHs. Through the ANG COR, member will act as the liaison between the contractor, Wing project officers for all inquiries pertaining to DoD, AF, NGB, ANG, and Wing psychological health programs. Answers inquiries and provides information and referral networks for ANG units, MAJCOMS, HQ USAF, AFMOA, State and Territorial Directors of Psychological Health and other DoD components concerning psychological health administration, policy, and current projects being evaluated through NGB/SG as it relates to the ANG.

### Task 2: 25% Critical

Administers, tracks, and analyzes data associated with ANG psychological health and deployment programs. Member will collect, analyze and report ANG psychological health data to appropriate State JTF, NGB leaders, AF, and DoD, as necessary. Data will include but not be limited to Automated Neuropsychological Assessment Metrics (ANAM), ANG DODSER regarding suicide statistics, Community Action Information Board (CAIB), Suicide Mitigation programs and training statistics, Substance Abuse Prevention and Surveillance programs, Domestic Violence Prevention programs, Post Deployment Health Assessment and Post Deployment Health Reassessment statistics and data related to preventive medicine and psychological health programs. Reviews data, reports data and provides State, NGB, AF, and DoD working groups and leaders with information pertaining to the ANG psychological health programs. Establishes processes of continuous submission and analysis of data for the purpose of reporting the number of cases, events, status and potential trends affecting the mental health readiness of the ANG workforce for operational readiness. Will disseminate best practices, lessons learned, and funding status for the Wing Psychological Healthcare program, as requested, to the Director, Air National Guard, the NGB/SG, the ANG MDG/CCs, DoD, and AF as required by DoD, AF, State, and ANG policy and directives.

Task 3: 25% Critical

Coordinates with the Director of Psychological Health in the development and implementation of behavioral health outreach and prevention, resources, referrals, training, and treatment programs for ANG members their family, and units seeking assistance with behavioral health referrals and programs. Actively participates in the development of action plans for ANG psychological health and public health programs. Markets a wide range of prevention and psychological health programs to first sergeants, commanders, and other base officials. Works with State, Territorial, and WG Directors of Psychological Health, WG chaplains, medical personnel, and Family Support Agencies to develop and implement DoD, NGB, and AF psychological health programs at ANG facilities. Plans activities to assist with psychological health issues related to deployments for ANG deploying personnel and their families. Assists in establishing and marketing resources and referral services and strategies for using DoD, AF, VA, DCoE, and private behavioral health services at the ANG unit level. Briefs NGB Leadership/Directorates, DoD, AF, and civilian community agencies on ANG behavioral health programs. Furthermore, keeps abreast of ANG's roles, responsibilities and compliance with DoD and AF directives and policies. Assists ANG with building partnerships with state and local governments, Veterans Service Organizations (VSOs), Federal, State and local Mental Health agencies, non-profit organizations, and other public and private entities.

#### Task 4: 5% Critical

Provides behavioral health training and referral programs for ANG leadership, ANG units, Psychological Healthcare SMEs, ANG members and their families designed to reduce psychological health risks including self-harm, maltreatment of significant others, workplace violence substance misuse and other factors that may affect the psychosocial health of the ANG community. Typical program development topics include: suicide awareness, domestic violence, substance abuse, parenting skills, stress management and other behavioral change management. Gathers training resources and information, develops training plans, markets training, assists in arranging speakers and training facilities and conducts training sessions with prospective facilitators. Member shall also be responsible for preparing and conducting week-long ANG orientation training for all newly hired Wing PHSMEs. In addition, member shall also participate with the NGB/SG Staff in preparing course outlines and briefings for any scheduled training forums, unit visits or other speaking engagements.

#### Task 5: 5% Critical

Prepares agenda for meetings, compiles statistical data, and prepares a variety of recurring reports. Develops the team meeting agendas. Tracks suicide prevention, maltreatment and other behavioral health program data, prepares reports, and participates in writing narrative interpretations of analyses. Coordinates with personnel at major command and/or AFMOA to meet various reporting requirements. Establishes and maintains meeting notes and follows up with meeting recommendations.

# **SECTION III:**

**A. SECURITY** – Due to the nature of this position and matters dealing with patient confidentiality as well as accessing the NGB network and emails, a minimum of a Secret security clearance is required for this position. The effort is unclassified. The contractor placed in this position must meet all these requirements including a background check from a DoD agency or National Agency Check (NAC). In addition, contractor must be able to obtain a Common Access Card (CAC) to access the NGB Network and email server.

#### B. PLACE AND PERIOD OF PERFORMANCE, WORK DAYS, AND TRAVEL

- a. Place of Performance. Except otherwise specified in this SOW, all work will be performed at NGB/SG Directorate, 3500 Fetchet Ave, Joint Base Andrews, MD 20762 or current NGB/SG Directorate office location.
- b. Period of Performance. The period of performance shall be from the effective date of the delivery order through the following 12 months with an option of 1 year.

- c. Estimated Work Days. Estimate the number of working days for contractor: 5 days (full time)/week with on-call availability for emergencies.
- d. Estimated Travel. Trips are contemplated as follows: 1 trip annually to the Readiness Frontiers/HITECH training conference by the ANG Psychological Health Program Manager with the Director of Psychological Health sponsored by NGB/SG. 5 -10 local meetings and conferences within the national capital region (NCR) pertaining to DoD, NGB, and AF Psychological Health, and other DoD related meetings. 1-5 unit visits as mission allows and directed by the NGB/SG Psychological Health Project Officer. Estimated total cost of travel: \$25K
- **C. PROJECT MATERIALS & GOVERNMENT FURNISHED EQUIPMENT (GFE)** For tasks where the work is performed at this Government installation, the government shall provide the following materials to include but not limited to:
  - a. Office space Desk and chair where the contractor will perform day to day functions under this statement of work.
  - b. PC/Desktop computer will be provided to the contractor for official use only (FOUO) in the performance of the functions stated in this SOW. Contractor will be required to sign out government property for use and will be required to return all GFE's upon termination of employment or contract obligation.
  - c. Office environment shall be adequately lighted and climate controlled to facilitate a ergonomically safe environment for work
  - d. Office Supplies postage, bond paper, writing instruments, etc. will be provided by the government

### D. QUALIFICATIONS OF KEY PERSONNEL - (SEE ATTACHED POSITION DESCRIPTION)

- E: CQI PLANS/REPORTS: Based on Tasks 1 5, these minimum standards must be adhered to
  - a. Thoroughly knowledgeable with the policies, practices, procedures and regulations of ANG, AF, NGB and other DoD Psychological Health Programs.
  - b. Adequate management and oversight of all Wing DPHs.
  - c. Typically assesses and advises regarding inquiries from ANG units, AF, NGB, DoD and other sources regarding policies, practices, procedures and regulations.
  - d. Provides contacts with effective basic consultation services and thorough and accurate information.
  - e. Fluency regarding ANG, AF, NGB and DoD policies, practices, procedures and regulations related to psychological health.
  - f. Collect and enter information regarding psychological health programs.
  - g. Perform elementary statistical analysis on collected data.
  - h. Typically researches and collects appropriate training resources and information from a variety of venues in preparing for training programs.
  - i. Effectively markets training programs to accomplish the purposes for which they were designed
  - j. Typically will follow-up with speakers and facilities regarding the effectiveness of completed behavioral health training programs.
  - k. Regularly develops accurate agenda for meetings.
  - I. With few exceptions, actively participates in writing narrative interpretations of analyses.
  - m. Overall demeanor, behavior and professionalism is displayed at all times.
  - n. Generally establishes and maintains meeting notes in an effective manner.

### F. REPORTING REQUIREMENTS

- a. All specific reports pertaining to this contract as required by the COR.
- b. A final report summarizing the work performed and the results and conclusions derived shall be submitted to the COR and to the prime contractor within thirty days after the end of the contract period of performance.

**G. RESTRICTIONS & SPECIAL REQUIREMENTS** – There are no known existing or potential conflicts of interest associated with this task. The contractor selected for this task must have completed or certified in HIPAA and Privacy Act regulations.

# **UNIT LOCATIONS**

UNIT	ADDRESS	CITY, STATE	HOURS	HOST BASE
101 MDG	109 Pesch Cir Ste 423	Bangor ME 04401-3066	M-F 0730-1600	Hanscom
101 MDG	149 Granville Ave / Pkgs: 158 Reilly St	Otis ANGB, MA 02542-1319	M-F 0600-1630	Hanscom
102 MDG	100 Nicholson Rd	E Granby CT 06026-5000	T- F 0700-1630	Hanscom
103 MDG 104 MDG	175 Falcon Dr Barnes ANGB	Westfield MA 01085-1482	M-F 0730-1700	Hanscom
105 MDG	1 Maguire Way Stewart ANGB	Newburgh NY 12550-5042	M-F 0730-1600	McGuire
106 MDG	Francis S Gabreski Airport, 150 Riverhead Rd	W Hampton Beach NY 11978	M-F 0630-1730	McGuire
100 MDG 107 MDG	9905 Blewett Ave	Niagara Falls NY 14304-6003	M-F 0700-1630	Wright-Patterson
107 MDG 108 MDG	3466 Neely Rd	McGuire AFB NJ 08641-5406	M-F 0700-1030	McGuire
100 MDG	641 Spitfire Ave	St Paul MN 55111-4122	M-F 0615-1600	McGuile
107 ALS	1 Air National Guard Rd	Scotia NY 12302-9752	M-F 0630-1600	McGuire
110 MDG	75 Phantom Ave	Battle Creek MI 49015-5513	M-F 0630-1700	Wright-Patterson
111 MDG	1120 Fairchild St	Willow Grove ARS PA 19090-5236	M-F 0700-1630	McGuire
111 MDG	3252 E Perimeter Rd	AAFB MD 20762-5011	M-F 0700-1630	Andrews
114 MDG	1201 W Algonquin	Sioux Falls SD 57104-0264	T-F 0645-1730	Offutt
115 MDG	3110 Mitchell St	Madison WI 53704-2591	M-F 0630-1600	Scott
116 MDG	100 Page Rd., Ste 101, Bldg 207	Robins AFB, GA 31098-1600	M-F 0700-1730	Robins
117 MDG	5401 East Lake Blvd	Birmingham AL 35217-3545	T-F 0700-1730	Maxwell
118 AES	240 Knapp Blvd	Nashville TN 37217-2556	M-F 0700-1530	Maxwon
118 MDG	240 Knapp Blvd	Nashville TN 37217-2556	M-F 0700-1530	Columbus
119 MDG	1400 32th Ave N	Fargo ND 58102-1051	M-F 0700-1630	Grand Forks
120 MDG	2800 Airport Ave B	Great Falls MT 59404-5570	M-F 0700-1630	Malstrom
121 MDG	7370 Minuteman Way	Columbus OH 43217-1161	M-F 0730-1600	Wright-Patterson
122 MDG	3005 Ferguson Rd	Ft Wayne IAP IN 46809-0122	M-F 0700-1630	Wright-Patterson
123 MDG	1101 Grade Lane	Louisville KY 40213-2660	T-F 0700-1700	Wright-Patterson
124 MDG	3787 Aeronca St, Bldg 668	Boise ID 83705-8006	M-F 0730-1630	Mounain Home
125 MDG	14300 Fang Dr, Bldg 3	Jacksonville FL 32218-7933	T-F 0630-1630	Moody
126 MDG	310 W Losey St	Scott AFB, IL 62225-5250	M-F 0700-1630	Scott
127 MDG	43401 N Jefferson Ave, Bldg 825	Selfridge ANGB MI 48045-5266	M-F 0715-1700	Wright-Patterson
128 MDG	1723 E Grange Ave	Milwaukee WI 53207-6134	T-F 0900-1530	Scott
129 MDG	PO Box 103/MS 27 / Pkgs: 685 Vernon Ave	Moffett Fed Airfield CA 94035-1528	M-F 0730-1600	Travis
130 MDG	1679 Coonskin Dr	Charleston WV 25311-1023	T-F 0700-1630	Wright-Patterson
131 MDG	10800 Lambert Int'l Blvd, Stop 17	Bridgeton MO 63044-2371	M-F 0700-1600	Scott
132 MDG	3100 McKinley Ave	Des Moines IA 50321-2799	T-F 0700-1730	Offutt
133 MDG	642 Hercules Ave	St Paul MN 55111-4102	M-F 0615-1600	Scott
134 MDG	420 Post Ave	McGhee Tyson ANGB TN 37777-6223	T-F 0700-1630	Shaw
136 MDG	1740 Eisenhower	Ft Worth TX 76127-1138	T-F 0630-1715	Sheppard
137 AES	5550 Air Guard Dr	Oklahoma City OK 73179-1011	M-TH 0630-1700	
137 MDG	5600 Air Guard Dr	Will Rogers ANGB OK 73179-1090	M-TH 0630-1700	Tinker
138 MDG	9121 E. Mustang St. Suite 101	Tulsa OK 74115-1014	M-TH 0700-1730	Tinker
139 AES	1 ANG Road,	Scotia NY 12302-9752	M-F 0730-1600	
139 MDG	705 Memorial Dr	St Joseph MO 64503-9307	M-F 0730-1600	Whiteman
140 MDG	275 S Aspen St	Aurora CO 80011-9547	T-F 0615-1700	Buckley
141 MDG	1401 W Wainwright Blvd	Fairchild AFB WA 99011-9500	M-F 0630-1600	Fairchild
142 AES	2600 Spruance Dr Corporate	Common New Castle DE 19720-1615	M-F 0700-1630	

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142 MDG	6801 NE Cornfoot Rd	Portland OR 97218-2743	M-F 0700-1530	Beale
143 MDG	1 Hercules Drive	North Kingstown RI 02852-7502	T-F 0700-1730	Hanscom
144 MDG	5323 E McKinley Ave	Fresno CA 93727-2199	M-F 0700-1630	Beale
145 MDG	4930 Minuteman Way	Charlotte NC 28208-3866	M-F 0730-1600	Shaw
146 AES	106 Mulcahey Dr, Bldg 106	Port Hueneme CA 93041-4001	M-F 0800-1730	
146 MDG	107 Mulcahey Dr, Bldg 107	Port Hueneme CA 93041-4013	T-F 0700-1730	Vandenberg
147 MDG	14657 Sneider St	Houston TX 77034-5582	T-F 0630-1700	Lackland
148 MDG	4680 Viper St	Duluth MN 55811-6033	M-F 0730-1600	Grand Forks
149 MDG	110 Hensley St. Suite 1	Lackland AFB TX 78236-0102	M-F 0630-1600	Lackland
150 MDG	2251 Air Guard Rd SE	Kirtland AFB NM 87117-5875	M-F 0730-1600	Kirtland
151 MDG	765 N 2200 W, Bldg 303	Salt Lake City UT 84116-2999	M-T 0600-1430	Hill
152 MDG	1776 National Guard Way	Reno NV 89502-4415	M-F 0730-1700	Beale
153 MDG	217 Dell Range Blvd	Cheyenne WY 82009-4799	M-F 0700-1630	F.E. Warren
154 MDG	360 Harbor Dr	Hickam AFB HI 96853-5517	M-F 0600-1530	Hickam
155 MDG	2411 W Butler Ave	Lincoln NE 68524-1897	M-F 0730-1630	Offutt
156 AES	5225 Morrisfield Dr	Charlotte NC 28208-5769	M-F 0730-1600	
156 MDG	200 Jose A(Tony) Santana Ave	Carolina PR 00979-1514	M-F 0730-1600	Macdill
157 MDG	302 New Market St	Pease ANGB NH 03803-0157	M-F 0700-1630	Hanscom
158 MDG	10 Falcon St	S Burlington VT 05403-5864	M-F 0730-1630	Hanscom
159 MDG	NAS JRB 400 Russell Ave Box 27	New Orleans LA 70143-5077	M-F 0700-1800	Keelser
161 MDG	3200 E Old Tower Rd	Phoenix AZ 85034-7263	M-F 0630-1600	Luke
162 MDG	1670 E Perimeter Way	Tucson AZ 85706-6085	M-F 0615-1500	Davis-Mothan
163 MDG	1485 Graeber St Ste 9	March Field CA 92518-1717	M-F 0730-1615	Edwards
164 MDG	4607 Galaxy Dr / Pkgs: 4593 Swinnea Rd	Memphis TN 38118-7101	M-F 0715-1545	Little Rock
165 MDG	1401 Robert B Miller Jr Dr	Garden City GA 31408-9001	M-F 0700-1600	Charleston
166 MDG	2600 Spruance Dr Corporate Commons	New Castle DE 19720-1615	M-F 0700-1630	Dover
167 AES	222 Sabre Jet Blvd Rm 107	Martinsburg WV 25405-7704	T-F 0700-1700	
167 MDG	222 Sabre Jet Blvd	Martinsburg WV 25405-7704	T-F 0730-1630	Andrews
168 MDG	2680 Flightline Ave / Pkgs: 2126 Central Ave	EAFB AK 99702-1730	M-F 0700-1530	Eielson
169 MDG	1325 S Carolina Rd Ste 11	Eastover SC 29044-5011	M-F 0730-1700	Shaw
171 MDG	300 Tanker Rd	Coraopolis PA 15108-4225	M-F 0700-1600	Wright-Patterson
172 MDG	141 Military Dr # 13	Jackson MS 39232-8876	T-F 0700-1630	Keelser
173 MDG	211 Arnold Ave, Ste 15	Klamath Falls, OR 97603-2111	M-F 0700-1600	Beale
174 MDG	6001 E Molloy Rd	Syracuse NY 13211-2100	M-F 0700-1630	Langley
175 MDG	2701 Eastern Blvd	Baltimore MD 21220-2899	T-F 0630-1700	Andrews
176 MDG	5005 Raspberry Rd Bldg 24	Anchorage AK 99502-1982	M-F 0700-1630	Elmendorf
177 MDG	400 Langley Rd	Egg Harbor Twp NJ 08232-9500	M-F 0630-1700	McGuire
178 MDG	5215 Fontaine Ln, Springfield-Beckley MAP	Springfield OH 45502-8789	M-F 0645-1630	Wright-Patterson
179 MDG	1947 Harrington Memorial Rd	Mansfield OH 44903-8049	T-F 0630-1700	Wright-Patterson
180 MDG	2660 S Eber Rd	Swanton OH 43558-9645	M-F 0645-1730	Wright-Patterson
181 MDG	888 E Vanatti Cir	Terre Haute IN 47803-5020	M-F 0700-1630	Wright-Patterson
182 MDG	2416 South Falcon Blvd	Peoria IL 61607-5004	M-F 0630-1600	Scott
183 AES	141 Military Dr, Box 5	Jackson MS 39232-8870	M-F 00700-1630	
183 MDG	3101 J David Jones Pkwy	Springfield IL 62707-8571	M-F 0730-1700	Scott
184 MDG	53030 Jayhawk Dr.	McConnell AFB KS 67221-9009	M-F 0715-1615	McConnell
185 MDG	2920 Headquarters Ave	Sioux City IA 51111-1300	T-F 0600-1630	Offutt
186 MDG	6225 M St Bldg 710	Meridian MS 39307-7112	M-F 0730-1600	Keelser
187 AES	217 Dell Range Blvd	Cheyenne WY 82009-4799	M-F 0730-1630	
187 MDG	5187 Selma Hwy	Montgomery AL 36108-4824	T-F 0700-1730	Maxwell

188 MDG	4850 Leigh Ave	Ft Smith AR 72903-6018	M-F 0700-1630	Little Rock
189 MDG	101 CMS Williams Dr.	Little Rock AFB AR 72099-4802	M-F 0700-1645	Little Rock
190 MDG	5920 SE Coyote Dr	Topeka KS 66619-1429	M-F 0700-1600	McConnell
192 MDG	77 Neally Ave Bldg 74 Rm 336	Langley AFB VA 23665-2080	T-F 0645 -1730	Langley
193 MDG	81 Constellation Ct	Middletown PA 17057-5086	M-F 0700-1630	Andrews
194 MDG	109 Engineer Drive	Camp Murray WA 98430-1003	M-T 0600-1600	Fairchild

#### **ADDITIONAL INFORMATION**

#### 1. GOVERNMENT CONTRACTING PERSONNEL:

a. The Contracting point(s) of contact for this contract will be the following:

# **Contracting Officer:**

(b) (6)

Office: 703-607-1226

#### **Contract Specialist:**

(b) (6)

Office: 703-604-4186

#### Address:

National Guard Bureau (NGB-ZC-AQ) 1411 Jefferson Davis Highway, Suite 8100 Arlington, VA 22202-3231

Fax: 703-607-1667

b. All contracting actions and/or correspondence should be forwarded through the COR appointed in the contract schedule. The primary POC at the contracting office is the Contract Specialist.

### 2. CONTRACTING OFFICER'S REPRESENTATIVE (COR):

a. The Contracting Officer has appointed the following individuals as the primary and alternate COR for this contract:

#### PRIMARY CONTRACTING OFFICER'S REPRESENTATIVE

Name: (b) (6)

Command: National Guard Bureau (NGB) Agency: NGB/SG (Air Surgeon Directorate) Street Address: NGB/SG, Joint Base Andrews City, State and Zipcode: Andrews AFB, MD 20762

E-Mail: (b) (6)

Phone: DSN 278-8552; Commercial (301) 836-8552

#### ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVE

Name: (b) (6)

Command: National Guard Bureau (NGB) Agency: NGB/SG (Air Surgeon Directorate) Street Address: NGB/SG, Joint Base Andrews City, State and Zipcode: Andrews AFB, MD 20762 E-Mail: (b) (6)

Phone: DSN278-8557; Commercial (301) 836-8557

#### ADMINISTRATIVE POINT OF CONTACT

Name: (b) (6)

Command: National Guard Bureau (NGB)
Agency: NGB/SG (Air Surgeon Directorate)
Street Address: NGB/SG, Joint Base Andrews
City, State and Zipcode: Andrews AFB, MD 20762

E-Mail: (b) (6)

Phone: DSN 278-8535; Commercial (301) 836-8535

- b. The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of the contractor's performance. The COR is NOT an Administrative Contracting Officer (ACO) and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other term and condition of the contract, or to direct the accomplishment of effort that goes beyond the scope the statement of work in the contract.
- c. When, in the opinion of the contractor, the COR requests efforts outside the existing scope of the contract, the contractor shall promptly notify the contracting officer in writing. The contractor under such direction shall take no action until the contracting officer has resolved the issue or has otherwise issued a modification to the contract.
- d. In the absence of the Primary COR named above (due to reasons such as leave, illness, and official travel), all responsibilities and functions assigned to the Primary COR shall be the responsibility of the Alternate COR (if appointed) acting on behalf of the Primary COR.

#### 3. ACCOUNTING FOR CONTRACT SERVICES:

The Secretary of the Army has implemented Accounting for Contract Services. This initiative has been put in place to obtain better visibility of the contractor service workforce. The Assistant Secretary of the Army (Manpower and Reserve Affairs) and the Assistant Secretary of the Army (Acquisition, Logistics and Technology) have implemented guidance to comply with this DoD Business Initiative Council (BIC) sponsored initiative. These contract reporting requirements are mandatory. By acceptance of this contract and performance under this contract, the contractor agrees to comply with these reporting requirements.

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site [Contractor Manpower Reporting (CMR) System] where the contractor will report ALL contractor manpower (including sub-contractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address:

#### https://contractormanpower.army.pentagon mil

The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the

Unit Identification Code (UIC) for the Army Requiring Activity (National Guard Bureau UIC is W00QFF); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

#### 4. GENERAL INVOICE PREPARATION & SUBMITTAL INSTRUCTIONS:

- a. An invoice is a written and/or electronic request for payment under the contract for supplies delivered or for services rendered. In order to be proper, an invoice must include, as applicable, the following:
  - i. Name and address of the contractor
  - ii. Invoice Date
  - iii. Contract Number, or other authorization for supplies delivered or services performed (including order number and contract line item number)
  - iv. Name and address of contractor official to who payment is to be sent (must be the same as that in the contract or on a proper notice of assignment)
  - v. Name (where practical), title, phone number and mailing address of person to notified in the event of a defective invoice.
  - vi. Any other information or documentation required by other requirements of the contract (such as evidence of shipment)
- b. Invoices should match terms and CLIN structure of the contract for ease of payment by Defense Finance and Accounting Service (DFAS).
- Invoices shall be processed for approval and payment within 5 working days of the completion of work
- d. Receipt of payments by a representative of the contractor's designated bank shall constitute a full accord and satisfaction of the Government's obligation under the contract to the extent of the amount of the payment made.
- e. This contract requires invoice submittal in accordance with Wide Area Workflow (WAWF). Submit one electronic original of all invoices to DFAS. IMPORTANT: DFAS must receive electronic submittal from the contractor in compliance with DFARS 252.232-7003. The COR(s) will certify all invoices for payment. For payment inquiries after submittal, please contact the DFAS Customer Service Desk or visit the Vendor Pay Inquiry System at the following web address: <a href="http://www.dfas.mil/money/vendor/">http://www.dfas.mil/money/vendor/</a>

#### 5. WIDE AREA WORKFLOW INVOICE INSTRUCTIONS:

Contractor shall submit payment request using the following method(s) as mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

$\boxtimes$	ide Area Workflow (WAWF) (see instructions below)
	Veb Invoicing System (WInS)( <u>https://ecweb.dfas.mil</u> )

American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats ( <a href="http://www.X12.org">http://www.X12.org</a> and <a href="http://www.dfas.mil/ecedi">http://www.dfas.mil/ecedi</a> )
Other (please specify)
DFAS POC and Phone: DFAS LIMESTONE, 1-800-756-4571, Option 2, option 3
WAWF is the preferred method to electronically process vendor request for payment. This application allows DOD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. Contractors electing to use WAWF shall (i) register to use WAWF at <a href="https://wawf.eb.mil">https://wawf.eb.mil</a> and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at <a href="http://www.ccr.gov">http://www.ccr.gov</a> within ten (10) calendar days after award of this contract/order.
Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) Limestone (F67100) at 1-800-756-4571, Option 2, option 3 or faxed to 1-866-392-7091. Please have your purchase order/contract number ready when calling about payments.
You can easily access payment and receipt information using the DFAS web site at <a href="http://www.dfas.mil/contractorpay.html">http://www.dfas.mil/contractorpay.html</a> . Your purchase order/contract number or invoice number will be required to inquire about the status of your payment.
The following codes and information will be required to assure successful flow of WAWF documents.
TYPE OF DOCUMENT [Check the appropriate block]
Commercial Item Financing
Construction Invoice (Contractor Only)
Invoice (Contractor Only)
Invoice and Receiving Report (COMBO)
Invoice as 2-in-1 (Services Only)
Performance Based Payment (Government Only)
Progress Payment (Government Only)
Cost Voucher (Government Only)
Receiving Report (Government Only)

<u>Receiving Report With Unique Identification (UID) Data</u> (Government Only)
UID is a new globally unique "part identifier" containing data elements used to track DoD parts through their life cycle.
Summary Cost Voucher (Government Only)
CAGE CODE: 43ZW9 DUN NUMBER: 603877791 TAX ID: 54-2181120
IISSUE BY DODAAC: W9133L
ADMIN BY DODAAC: W9133L
INSPECT BY DODAAC: F9WFSG
ACCEPT BY DODAAC: F9WFSG
SHIP TO DODAAC: F9WFSG
LOCAL PROCESSING OFFICE DODDAC: N/A
PAYMENT OFFICE FISCAL STATION CODE: F67100
EMAIL POINTS OF CONTACT LISTING: (Use Group e-mail accounts if applicable)
INSPECTOR: J(b) (6)
ACCEPTOR: (b) (6)
RECEIVING OFFICE POC: (b) (6)
CONTRACT ADMINISTRATOR. (b) (6)
CONTRACTING OFFICER. (b) (6)
ADDITIONAL CONTACT: (b) (6)

<sup>&</sup>quot;Please pay particular attention to the correct DODAAC Codes outlined in the payment instructions included in the contract. This will facilitate faster payment of invoices. Please feel free to contact us if the instructions are unclear."

#### **REGIONS**

# **ANG Psychological Healthcare Regions**

# Region 1

101 MDG
Bangor, ME
102 MDG
Otis ANGB, MA
103 MDG
East Granby, CT
104 MDG
Westfield, MA
105 MDG
Newburgh, NY

106 MDG West Hampton Beach, NY

107 MDG Niagara Falls, NY 108 MDG McGuire AFB, NJ

109 MDG/139 AES Scotia, NY

142 AES/166 MDGNew Castle, DE143 MDGNorth Kingstown, RI157 MDGPease ANGB, NH158 MDGSouth Burlington, VT

174 MDG Syracuse, NY

177 MDG Egg Harbor Twp, NJ

# Region 2

110 MDG Battle Creek, MI

111 MDG Willow Grove ARS, PA
113 MDG Andrews AFB, MD
121 MDG Columbus, OH

127 MDG Selfridge ANGB, MI

130 MDG
Charleston, WV
145 MDG/156 AES
Charlotte, NC
167 MDG/167 AES
Martinsburg, WV
171 MDG
Coraopolis, PA
175 MDG
Baltimore, MD

178 MDG Springfield, OH 179 MDG Mansfield, OH 180 MDG Swanton, OH 192 MDG Langley AFB, VA 193 MDG Middletown, PA

# Region 3

116 MDG Robins AFB, GA
117 MDG Birmingham, AL
118 MDG/118 AES Nashville, TN
123 MDG Louisville, KY
125 MDG Jacksonville, FL

134 MDG McGhee Tyson ANGB, TN

156 MDG Carolina, PR 159 MDG New Orleans, LA 164 MDG Memphis, TN 165 MDG Garden City, GA 169 MDG Eastover, SC 172 MDG/183 AES Jackson, MS 186 MDG Meridian, MS 187 MDG Montgomery, AL

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30  1. REQUISITION NUMBER  PAGE 1 OF 127														
2. CONTRACT NO. W9133L-10-D-000	)3	3. AWARD/EFFE 24-Sep-201		4. ORDEF	R NUME	BER			5. SOLICITATI W9133L-1				6. SO∐CIT <b>10-Aug</b>	ATION ISSUE DATE -2010
7. FOR SOLICITATION INFORMATION CALL:	:	a. NAME KEVIN KNIG	HT						b. TELEPHON 703 604-4		IBER (No C	•		DUE DATE/LOCAL TIME M 25 Aug 2010
9. ISSUED BY  NGB-ZC-AQ - W913 1411 JEFFERSON D  ARLINGTON VA 222  TEL:  FAX: 703-607-17  15. DELIVER TO  SEE SCHEDULE  N/A  N/A AA N/A	DAVIS HWY 202-3231		P9133L HED1		X SEE S	IS ACQU NRESTRI ET ASIDE: SB HUBZON 8(A) SVC-DIS EMERGI STD: \$7M MINISTEI	CTED  10  NE SB  ABLED  NG SB  1  RED BY	VET-C		11. D DEST BLOC \$ 113b.	UNDER DP RATING	OR FOB INLESS (ED	12. DISC Net 30 I S A RATE 700)	COUNT TERMS Days
17a.CONTRACTOR/	OFFEROR	С	ODE 4TUG4	,	18a. P.	AYMENT	WILL B	E MA	DE BY			cc	DDE F6	7100
STEVE GALLEGOS 5710 W HAUSMAN RD STE 108 FAM ANTONIO TV 78349 1646					DFAS - LIMESTONE - F67100 ATTN: VENDOR PAY PO BOX 369020 COLUMBUS OH 43236-9020									
17b. CHECK IF	REMITTANCE IS	DIFFERENT A	ND PUT		18b. SUBMIT INVOICES TO A DDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED X SEE ADDENDUM									
19. ITEM NO.		20. SCHEDUL	E OF SUPPLI						QUANTITY		22. UNIT	23. UNIT P	RICE	24. AMOUNT
SEE SCHEDULE  25. ACCOUNTING AND APPROPRIATION DATA										2	26. TOTAL A	.WARD AMO	OUNT (Fo	r Govt. Use Only)
님	27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.  27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.  ADDENDA ARE ARE NOT ATTACHED  ADDENDA ARE ARE NOT ATTACHED													
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIV SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITI SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					ELIVER ALL ITEMS X OFFER DATED . YOUR OFFER ON SOLICITATION									
30a. SIGNATURE C	OF OFFEROR/COM	NTRACTOR			312	a.UNITED	STATES	S OF A	AMERICA (S	SIGNAT	TURE OF COI	NTRACTING O	FFICER)	31c. DATE SIGNED
30b. NAME AND TI (TYPE OR PRINT)	TLE OF SIGNER		30c. DATES	SIGNED	<b>(</b> b	) (6) L: 703-6		/ c	ING OFFICEF	OFFI		R PRINT)		

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)											PA	GE 2 OF 127
19. ITEM NO.			20. SCHEDULE OF SU	PPLIES/ SERVI	CES		21. QUANTI	TY 22.	. UNIT	23. UNIT F	RICE	24. AMOUNT
19. ITEM NO.					CES		21. QUANTI	TY 22.	. UNIT	23. UNIT F	RICE	24. AMOUNT
32a. QUANTITY II	COLUI	MN 21 H	AS BEEN				•					
RECEIVED	INSPE	ECTED	ACCEPTED, AND CONF	ORMS TO THE O	CONTRAC	T, EXCEPT	AS NOTED:					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32c. DATE						32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				Т		
32e. MAILING AD	DRESS	OF AUTI	HORIZED GOVERNMENT RI	EPRESENTATIVI	E	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE						
						32g. E-MAI	L OF AUTHORI	IZED GOVE	ERNMEN	T REPRESEI	ITATIVE	
33. SHIP NUMBER	FINAL		UCHER NUMBER	35. AMOUNT VE CORRECT		36.	PAYMENT COMPLET	TE PAF	RTIAL	FINAL	37. CHE	CK NUMBER
38. S/R ACCOUN	T NUMBI	ER 39.	S/R VOUCHER NUMBER	40. PAID BY		<u> </u>						
	1a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 42a. RECEIVED BY (Print)											
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			ER HEYING OFFICER	41c. DATE	15:							
					42b. RE	CEIVED AT	AT (Location)					
					42c. DA	TE REC'D (	YY/MM/DD)	42d. TOTA	AL CONT	AINERS		

### Section SF 30 - BLOCK 14 CONTINUATION PAGE

### **PREAMBLE**

- A. This contract is for personal services and creates an employer-employee relationship between the Government and the individual Health Care Provider (HCP) in accordance with DFARS 237.104(b)(ii)(A)(3) and DoDI 6025.5.
- B. The performance of the individual HCP(s) under this Personal Services Contract (PSC) is subject to day-to-day supervision and control by Air National Guard and healthcare facility personnel comparable to that exercised over military and civil service personnel engaged in comparable work.
- C. Any personal injury claims alleging negligence by the individual HCPs within the scope of the HCP's performance of the PSC shall be processed by DoD as claims alleging negligence by DoD military or civil service HCPs.
- D. This PSC does not create an employer-employee relationship between the Government and any corporation, partnership, business association or other party or legal entity with which the individual HCP(s) may be associated.

### Section SF 1449 - CONTINUATION SHEET

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0001 Lot \$0.00

 $Psychological\ Health care\ -\ Labor$ 

**FFP** 

Regions 4, 5 and 6 as detailed under "Regions". 45 Psychological Healthcare Subject Matter Expert (PHSME), 3 Regional Lead Psychological Healthcare Providers and 1 Psychological Healthcare Program Manager.

Task order labor rates shall not exceed those quoted in response to W9133L-10-R-0099.

FOB: Destination SIGNAL CODE: A

NET AMT \$0.00

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0002 Lot \$0.00

PHSME Additional Hours - Labor

**FFP** 

When PHSME, Lead or PM is required to work outside of the normal 8 hour work day the authorized work shall be invoiced under this After Hours Work CLIN. After hours work will be limited by the available funding but shall not exceed the lesser of 10 hours per week or 480 hours per year without authorization from Air National Guard Bureau at Andrews AFB. All additional hours will be verified and approved by the individual wing representative.

Task order labor rates shall not exceed those quoted in response to W9133L-10-R-0099.

FOB: Destination SIGNAL CODE: A

NET AMT \$0.00

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0003 Lot \$0.00

Travel and ODC - Program Manager & Leads

**COST** 

Program Manager - 1-5 Unit Visits, Annual trip to Readiness Frontiers/HITECH, local meetings, material/supply requirements, and Other Direct Costs (ODC). ~\$25K per year

Regional Leads - Annual trip to Readiness Frontiers/HITECH, ANG Indoctrination Training, regional travel and ODC. ~\$16K per Lead per year.

All reimbursable travel shall be approved by the Contracting Officer's Representative (COR) in advance of expenses being incurred. All travel shall be conducted in accordance with the Joint Travel Regulations. All travel arrangements shall be made by the traveler during normal business hours. No G&A or other overhead shall be charged on Travel and ODC. No travel expenses in excess of the standard per diem rate or most economical airfare (Economy/Coach) shall be reimbursed without the written approval of the Contracting Officer (KO) in advance of expenses being incurred.

FOB: Destination SIGNAL CODE: A

ESTIMATED COST \$0.00

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0004 Lot \$0.00

Travel and ODC - Wing Level

**COST** 

Travel, materials & Other Direct Costs (ODC) within the 45 wing or unit operating areas by Wing/Unit level PHSME. ~\$5,000 per PHSME per year.

All reimbursable travel shall be approved by the Contracting Officer's Representative (COR) in advance of expenses being incurred. All travel shall be conducted in accordance with the Joint Travel Regulations. All travel arrangements shall be made by the traveler during normal business hours. No G&A or other overhead shall be charged on Travel and ODC. No travel expenses in excess of the standard per diem rate or most economical airfare (Economy/Coach) shall be reimbursed without the written approval of the Contracting Officer (KO) in advance of expenses being incurred.

FOB: Destination SIGNAL CODE: A

ESTIMATED COST

\$0.00

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 1001 Lot \$0.00

OPTION Psychological Healthcare - Labor

FFP

Regions 4, 5 and 6 as detailed under "Regions". 45 Psychological Healthcare Subject Matter Expert (PHSME), 3 Regional Lead Psychological Healthcare Providers and 1 Psychological Healthcare Program Manager.

Task order labor rates shall not exceed those quoted in response to W9133L-10-R-0099.

FOB: Destination SIGNAL CODE: A

NET AMT \$0.00

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 1002 Lot \$0.00

OPTION PHSME Additional Hours - Labor

**FFP** 

When PHSME, Lead or PM is required to work outside of the normal 8 hour work day the authorized work shall be invoiced under this After Hours Work CLIN. After hours work will be limited by the available funding but shall not exceed the lesser of 10 hours per week or 480 hours per year without authorization from Air National Guard Bureau at Andrews AFB. All additional hours will be verified and approved by the individual wing representative.

Task order labor rates shall not exceed those quoted in response to W9133L-10-R-0099.

FOB: Destination SIGNAL CODE: A

NET AMT \$0.00

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SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE** ITEM NO **AMOUNT** 1003 Lot \$0.00 OPTION

Travel and ODC - Program Manager & Leads

**COST** 

Program Manager - 1-5 Unit Visits, Annual trip to Readiness Frontiers/HITECH, local meetings, material/supply requirements, and Other Direct Costs (ODC). ~\$25K per year

Regional Leads - Annual trip to Readiness Frontiers/HITECH, ANG Indoctrination Training, regional travel and ODC. ~\$16K per Lead per year.

All reimbursable travel shall be approved by the Contracting Officer's Representative (COR) in advance of expenses being incurred. All travel shall be conducted in accordance with the Joint Travel Regulations. All travel arrangements shall be made by the traveler during normal business hours. No G&A or other overhead shall be charged on Travel and ODC. No travel expenses in excess of the standard per diem rate or most economical airfare (Economy/Coach) shall be reimbursed without the written approval of the Contracting Officer (KO) in advance of expenses being incurred.

FOB: Destination SIGNAL CODE: A

> **ESTIMATED COST** \$0.00

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**UNIT PRICE** ITEM NO SUPPLIES/SERVICES **QUANTITY UNIT AMOUNT** 1004 Lot \$0.00 OPTION

Travel and ODC - Wing Level

**COST** 

Travel, materials & Other Direct Costs (ODC) within the 45 wing or unit operating areas by Wing/Unit level PHSME. ~\$5,000 per PHSME per year.

All reimbursable travel shall be approved by the Contracting Officer's Representative (COR) in advance of expenses being incurred. All travel shall be conducted in accordance with the Joint Travel Regulations. All travel arrangements shall be made by the traveler during normal business hours. No G&A or other overhead shall be charged on Travel and ODC. No travel expenses in excess of the standard per diem rate or most economical airfare (Economy/Coach) shall be reimbursed without the written approval of the Contracting Officer (KO) in advance of expenses being incurred.

FOB: Destination SIGNAL CODE: A

> ESTIMATED COST \$0.00

# CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM	MINIMUM	MAXIMUM	MAXIMUM
QUANTITY	AMOUNT	QUANTITY	AMOUNT
0.00	\$0.00	100.00	\$17,050,000.00

#### DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

The minimum quantity and order value for each Delivery/Task Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery/Task Order issued shall not exceed the maximum quantity and order value stated in the following table.

MINIMUM	MINIMUM	MAXIMUM	MAXIMUM
QUANTITY	AMOUNT	QUANTITY	AMOUNT
0.00	\$0.00	100.00	\$17,050,000.00

#### CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

The minimum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not be less than the minimum quantity(s) and CLIN value(s) stated in the following table. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table.

	MINIMUM	MINIMUM	MAXIMUM	MAXIMUM
CLIN	QUANTITY	AMOUNT	QUANTITY	AMOUNT
0001	0.00	\$0.00	100.00	\$6,000,000.00
0002	0.00	\$0.00	100.00	\$1,500,000.00
0003	0.00	\$0.00	75,000.00	\$75,000.00
0004	0.00	\$0.00	450,000.00	\$450,000.00
1001	0.00	\$0.00	100.00	\$7,000,000.00
1002	0.00	\$0.00	100.00	\$1,500,000.00
1003	0.00	\$0.00	75,000.00	\$75,000.00
1004	0.00	\$0.00	450,000.00	\$450,000.00

### CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN 0001	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY 100.00	MAXIMUM AMOUNT \$6,000,000.00
0002			100.00	\$1,500,000.00
0003			75,000.00	\$75,000.00
0004			450,000.00	\$450,000.00
1001			100.00	\$7,000,000.00
1002			100.00	\$1,500,000.00
1003			75,000.00	\$75,000.00
1004			450,000.00	\$450,000.00

# INSPECTION AND ACCEPTANCE TERMS

# Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government

# **DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 20-SEP-2010 TO 19-SEP-2011	N/A	SEE SCHEDULE N/A N/A AA N/A FOB: Destination	SCHED1
0002	POP 20-SEP-2010 TO 19-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
0003	POP 20-SEP-2010 TO 19-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
0004	POP 20-SEP-2010 TO 19-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
1001	POP 20-SEP-2011 TO 19-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
1002	POP 20-SEP-2011 TO 19-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
1003	POP 20-SEP-2011 TO 19-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
1004	POP 20-SEP-2011 TO 19-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1

# CLAUSES INCORPORATED BY REFERENCE

52.243-1 Alt III Changes--Fixed Price (Aug 1987) - Alternate III

APR 1984

#### CLAUSES INCORPORATED BY FULL TEXT

#### 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 or 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.
- (1) 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) <u>Compliance with laws unique to Government contracts</u>. 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; and (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)

# 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2010)

(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: (Contracting Officer check as appropriate.)
(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 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) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
(7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
(8) [Reserved].
(9)(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.
(10)(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.
(11) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
(12)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2010) (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.
(13) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
(14) 52.219-16, Liquidated DamagesSubcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
(15)(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.
(16) 52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
(17) 52.219-26, Small Disadvantaged Business Participation ProgramIncentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
_X_ (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
(19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
_X_ (20) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
_X_ (21) 52.222-19, Child LaborCooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
_X_ (22) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
X (23) 52 222-26 Equal Opportunity (MAR 2007) (E.O. 11246)

_X_ (24) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other
Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
_X_ (25) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
_X_ (26) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
_X_ (27) 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.)
(28) (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.)
(29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)
(30)(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
(31) 52.225-1, Buy American ActSupplies (JUNE 2003) (41 U.S.C. 10a-10d).
(32)(i) 52.225-3, Buy American ActFree Trade AgreementsIsraeli 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, 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.
(33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
(34) 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).

(35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
(36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
(37) 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))
(38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
_X (39) 52.232-33, Payment by Electronic Funds TransferCentral Contractor Registration (OCT 2003) (31 U.S.C. 3332).
(40) 52.232-34, Payment by Electronic Funds TransferOther than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)
(41) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
(42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
(43)(i) 52.247-64, Preference for Privately Owned U.SFlag 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: (Contracting Officer check as appropriate.)
(1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
(3) 52.222-43, Fair Labor Standards Act and Service Contract ActPrice 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 ActPrice 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 EquipmentRequirements (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 (May 2004) (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 \$550,000 (\$1,000,000 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 Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (vii) Reserved.
- (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, Employment 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.

- 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2010) (DEVIATION)
- (a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the 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 the 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 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.
- (b)(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(i) 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 (May 2004) (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 \$550,000 (\$1,000,000 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 Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (vii) Reserved.
- (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, Employment 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.

#### 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 18 SEPTEMBER 2010.

(End of clause)

### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 24 months.

# 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (MAY 2004)

- (a) Definition. Service-disabled veteran-owned small business concern--
- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
- (b) General. (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.
- (2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.
- (c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for--
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;
- (2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteranowned small business concerns:
- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.
- (d) A joint venture may be considered a service-disabled veteran owned small business concern if--
- (1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;
- (2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

- (3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.
- (4) The joint venture meets the requirements of 13 CFR 125.15(b)
- (e) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

# 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://farsite hill.af mil/

# 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2010)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

\_X\_ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

- (b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.
- (1) \_X\_252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).
- (2) \_\_\_\_ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (3) \_\_\_\_ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).
- (4) \_\_\_\_ 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).
- (5) \_\_\_\_ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).
- (6) \_\_\_\_\_ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (7) \_\_\_\_\_ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (8) \_\_\_\_\_ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).
- (9) \_\_\_\_\_ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (10) \_\_\_\_\_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (11) (1) 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) Alternate I (SEP 2008)
- (12) \_\_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) _X_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
(14)(i) 252.225-7036, Buy American ActFree Trade AgreementsBalance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
(ii) Alternate I (JUL 2009) of 252.225-7036.
(15) 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
(16) 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
(17) 252.227-7015, Technical DataCommercial Items (NOV 1995) (10 U.S.C. 2320).
(18) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
(19) _X_ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
(20) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
(21) 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
(22) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).
(23)(i) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
(ii) Alternate I (MAR 2000) of 252.247-7023.
(iii) Alternate II (MAR 2000) of 252.247-7023.
(iv) Alternate III (MAY 2002) of 252.247-7023.
(24) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive OrdersCommercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

#### PERFORMANCE WORK STATEMENT

# PERFORMANCE WORK STATEMENT (PWS) FOR ANG UNIT PSYCHOLOGICAL HEALTHCARE SUBJECT MATTER EXPERTS

#### **SECTION I:**

#### A. INTRODUCTION

Air National Guard

**Enduring Priorities:** 

Federal and State: "Secure the Homefront and Defend the Nation, Develop Adaptable Airmen and Transform from a platform-based to a capabilities-based force"

1.1 Period of Performance: Two Year Ordering Period.

#### B. BACKGROUND and PURPOSE OF CONTRACT

The Air National Guard (ANG), an active duty component of the Air National Guard Bureau (ANGB) and the U.S Department of Defense (DoD) has the urgent need to provide mental health support services per provision 10 U.S.C., Chapter 55; Section 723, National Defense Authorization Act for FY 2007, Pub. L. 109-163 and the Report of the DoD Task Force on Mental Health (TFMH), June 2007 specifically behavioral health and support services for Air National Guard (ANG) members as part of pre-deployment resiliency training and post deployment reintegration to civilian life. 10 U.S.C., Chapter 55 establishes Federal responsibility for Prevention, Mitigation, and Treatment of Blast Injuries (Pub. L. 109-163 (1) (D), Access to Health Care Services for Beneficiaries Eligible for TRICARE and the Department of Veterans Affairs Health Care (Pub. L. 107-314, (A), (C) Health Care Management Demonstration Program (Pub. L. 106-398, (a), (b, 1-2), to run mental health related programs as directed by DoD, State JTFHQ, Air Force or NGB that may include but not limited to intervention and rehabilitation programs for returning troops who have developed post traumatic stress disorder (PTSD), experienced traumatic brain injuries (TBI), and/or other behavioral health problems associated with an individual's inability to reintegrate into civilian life. Some states and local communities currently lack access, coordination and/or professional intervention services of mental health providers and related support systems. The Air National Guard (ANG) faces unique challenges to provide mental health support to its members. ANG wings are community based and are seldom within the catchment area

of a military treatment facility; and have varying degrees of capabilities between communities and states. Since the ANG does not provide medical treatment, all care is received externally through AD MTF/TRICARE (if eligible), the Veterans Health Administration (VA) and health insurance provided through a Guard member's or civilian spouse's civilian employer. Additionally, psychological health is not a core competency of the ANG; resulting in an inconsistency between a state's ability to design and implement a psychological health program.

This contract also addresses the recommendations: 5.4.1.6, 5.4.1.10, 5.4.1.11, 5.4.1.12, 5.4.1.14 of the DoD Plan to Achieve the Vision of the DoD Task Force on Mental Health, September 2007 Report to Congress; "to place a Director of Psychological Health at each of the 54 Joint Force Headquarters (JFHQ)", for Army and Air National Guard service, under direction of the state Adjutant General (TAG) who may appoint a Joint Director for oversight. In addition, the Air National Guard has been tasked to also fill Psychological Health Subject Matter Expert (PHSME) positions at each of the 89 Air National Guard Wings.

To fulfill this mission, the Contractor, in partnership with ANG, will identify behavioral health provider networks of locally based mental health clinicians/counselors who will offer mental health counseling and associated support services for ANG members and their families. In addition, the Contractor will place a Psychological Healthcare subject Matter Expert in each of the 89 ANG Wings who will coordinate and manage mental health counseling and resource services and/or oversee qualified providers and other mental health resources within his/her respective state. The designated Wing Project Officer in coordination with the ANG Contracting Officer Technical Representative (COTR) will provide technical oversight to ensure delivery of professionally sound, standardized and cost-effective services.

The purpose of this contract is to obtain a contractor who will identify and provide ANG Wing Psychological Healthcare Subject Matter Experts (WPHSME) who will coordinate counseling and/or oversee mental health services to ANG members and their families located throughout the United States including the Pacific Islands, Puerto Rico and the Virgin Islands, wherever Air National Guard members and their families are located. All ANG psychological health support services will complement one another and provide ANG members with valuable assistance in their management of behavioral health issues to include: mild readjustment issues to varying degrees of traumatic brain injuries and/or post traumatic stress disorder (PTSD) sustained through deployment. An additional goal is to decrease the stigma associated with seeking "mental health" services as well as improve access to qualified mental health providers at the critical point, when an ANG member (or family member) recognizes the need for mental health intervention.

#### C. TRANSITION ACTIVITIES

#### a. Phase In

In order to ensure continuity of services, ANG will require the Contractor to provide a seamless implementation. During this period, existing state behavioral health resources may/may not be established or may be at various implementation levels.

The contractor will familiarize all applicable staff to ensure successful operations to achieve measurable outcomes. The Contractor's transition plan will incorporate and provide for adequate coverage to maintain uninterrupted, comprehensive behavioral health services to ANG members, and will be effectively and efficiently administered and completed within a reasonable time frame.

The Contractor shall, immediately upon award of the contract, contact the ANG Air Surgeon Directorate Project Officer to plan implementation of the contract. The contractor's phase-in plan must provide for full operation of the program in coordination with the Wing Psychological Healthcare Subject Matter Expert (PHSME) in the 54 (states and territories) and the 89 ANG Wing Medical Group delegated representatives to begin working as proposed and work begins as planned to achieve full operation.

The contractor shall provide each Wing with two fully qualified candidates as outlined in the qualifications section of this PWS and position description (PD). The Wing will assign a designated representative to perform the interview process and recommend a candidate to fulfill the WPHSME position to the contractor. The contractor in turn will notify Wing Project Officer and the ANG COTR when a PHSME is hired for that Wing and the projected employment start date.

Each 89 ANG Wing representative/s working with their State PHSME, and the Contractor shall indoctrinate and brief new PHSMEs in the culture, mission and organizational structure of the Air National Guard. The ANG Medical Groups will also be responsible to indoctrinate Wing PHSMEs on DoD, AF and NGB Behavioral Health policies and programs.

Offerors are requested to describe, as part of the phase in plan, specific objectives, including time frames necessary to achieve a smooth, flawless implementation to deliver services, to include using DoD, AF and NGB Mental Health data systems in utilization and specific case management activities should it be awarded this component of the contract.

# b. Transition Plan

The transition plan will include methods, policies and protocols that outline in detail how the personnel will be identified and services will be implemented. Some of the policies, procedures, and other requirements may be addressed or incorporated in various contract deliverables of this contract.

- A basic outline which details goals and measurable objectives including timeframes how the Contractor will assume sole responsibility for service delivery from award to complete implementation.
- b. Identification of: including roles, responsibilities and lines of communication; internally and with DoD, AF, NGB, State JFHQ, State PHSME, Wing Leadership, Veterans Health Administration and TRICARE or any other civilian organization providing mental health services for ANG members.
- c. Methods to orient new staff to the DoD, AF, NGB, State and expected mental health requirements and clinical training on the specifics of TBI and PTSD. The

- Government may provide clinical oriented TBI and PTSD training specific to the guard member exposed to traumatic events relating to their duties.
- d. Timelines and plan for hiring new Wing Psychological Healthcare Subject Matter Expert (WPHSME) and identified state affiliate counselor resources/networks where needed.
- e. Plan to transfer any applicable current cases, records and other direct service responsibilities to new state Psychological Healthcare subject Matter Expert for administrative oversight if requested.

#### c. Contract Phase-Out Services

At the end of this contract, if deemed necessary by the Government (ANG COTR), the Contractor shall provide similar transition planning and cooperation to the successor Contractor (refer to Federal Acquisition Regulation (FAR) Clause 52.237-3 Continuity of Services).

#### D. SCOPE

Services will be provided for ANG members and their families, as related to the mental health needs of the ANG member. Services are to be provided for ANG members regardless of their physical geographic location within a U.S. State or Territory. Currently, services are provided through a variety of Federal and State programs with varying success. The Government reserves the right to add services under this contract for state and local governments and any other entities in the future, consistent with any authorities delegated to ANG to directly augment state and/or local governments and/or to assist other federal organizations to achieve their associated missions.

When requested by the ANG COTR, the Contractor shall develop a packet requesting Office of Management and Budget (OMB) clearance and approval for Client Satisfaction Surveys. The ANG COTR will forward this packet to OMB for clearance per Government requirement.

ANG will require a service tracking and management system that is a comprehensive report that includes analysis by the state, and an aggregate of all services by state and case records. The Contractor may be required to provide an electronic data feed of information for input to another Federal agency's MIS or medical management case data system.

Offerors are requested to describe, as part of their proposal, what information and capabilities they will provide to support the ANG to promote the awareness and utilization of this service and decrease any mental health stigma future for returning ANG members.

#### **SECTION II:**

# A. TECHNICAL REQUIREMENTS AND DELIVERABLES

Psychological Health Services (PHS) will be a comprehensive service designed to assist in all efforts to resolve a continuum of mental health concerns from mild adjustment disorders; including associated personal problems related to traumatic brain injury (TBI) and post traumatic stress disorder (PTSD) that adversely impacts reintegration to civilian life to assistance to family members caring for Guard members with severe TBI or PTSD. The goal of the psychological health service is to address such problems in the quickest, least restrictive, most convenient, and least costly manner while strictly respecting ANG member's confidentiality. Psychological health services will be offered to any of the approximately 107,000 ANG members and their family members. These services are tailored and delivered according to the mental health needs of each individual through various combinations of mental health resource identification, communication of applicable benefits and other counseling services within a state/territory and the military system framework. Initial contact will have a greater emphasis on assessment, referral, and resource identification; for example, connecting the ANG member with a confirmed appointment or other mental health resource. Services that address longer term or more complex problems will also require personal assistance and resource identification within the given military or civilian structure for "follow through" to the appropriate heath care provider(s) or institution.

This contract is not an exclusive contract to provide all psychological health services for the ANG, e.g., to meet the needs of service member's psychological health concerns. Other Federal or State agencies and/or contracts may participate in an individual's reintegration needs. The ANG expects collaboration among all contractors working for the DoD, State and local communities.

### a. Optional Services:

Optional Services are designed to be delivered on a stand-alone basis as a complement to other services received by states/territories to help fill gaps in services, and to provide a more complete solution to meeting behavioral health needs of individual ANG members and their families. These services may involve any service that requires special emphasis to meet an individual's needs unique to a particular state.

# These services include:

- a. Stand-alone Drug Free Workplace Services including Substance Abuse Professional Services.
- b. Stand-alone Behavioral Health Education and Training Services including various techniques, media, and other means of communication.
- c. Stand-alone Targeted Assessment, Screening and Referral Services, e.g., for alcohol, depression, hospitalization or other adjustment concerns.
- d. Stand-alone Preventive and Intervention Services based on results of a variety of assessments, e.g., surveys of health and productivity within a specific group or state. At ANG's discretion, the vendor will conduct assessments including, but not limited to, surveys.

- e. Stand-alone Behavioral Health Return to Work Services.
- f. Other stand-alone health related services as needed per ANG request.
- f. Web based or Tele-health services
- g. Suicide and Violence Prevention Programs
- h. Resiliency Programs
- b. Integration of Services

The Government is seeking a Contractor(s) to provide psychological health services, through the provision of the ANG COTR and Wing Project Officer in collaboration with the State Directors of Psychological Health, and/or Optional Services.

Section II, paragraph C, provides information regarding the technical aspects of the Psychological Health Services and other optional Services.

All NGB Contractors shall work together to collaborate on providing a seamless operation. The Government shall provide point of contact information to the awarded Contractor to all other contracted partners to ensure comprehensive communication.

The Contractor is required to ensure that services are designed to work collaboratively to fully support any other contract award to meet the overall needs of eligible service members in their respective states, consistent with applicable laws and regulations concerning privacy and confidentiality.

Contractors are required to support each other when requested by NGB. For example, the PDHRA program (See Definitions), or other deployment related programsThe ANG contractor personnel are to maintain awareness of service members who are eligible to participate in other contracted as well as Federal benefit programs. The ANG contractor will screen service members for other needs and refer them to the most appropriate resources for the needed service, with consideration given to all eligible benefits. The ANG contractor will offer to transfer or connect the service member to an AD MTF,VA hospital, Vet Center, TRICARE provider or other appropriate resource when that is in the best interest of the individual.

If an ineligible individual requests services from the Contractor, the Contractor will endeavor to promptly connect the employee with the organization responsible for delivering the requested service. If unable to meet emergent needs by doing so, the Contractor is to deliver services (within scope) needed to meet emergent needs and notify the Wing Project Officer and ANG COTR. Similarly, if the Contractor is unable to determine eligibility for service, the Contractor will meet emergent needs and notify the ANG COTR and Wing Project Officer.

The Contractor must have an efficiently accessible DoD, VA and private insurance plan benefits information system that enables the contractor to quickly identify the

member's benefits and the services available to the ANG member.

# B. PSYCHOLOGICAL HEALTH SERVICES (PHS)

In performance of this contract, the Contractor, independently and not as an agent of the Government, shall provide all necessary personnel, management, and supervision to support comprehensive PHS services. The Contractor shall provide the services in accordance with Section 5.

The goals of the service include:

- ➤ To provide high quality services that are ANG member specific; friendly and comprehensive, while typically increasing state/territory utilization rates to promote Air National Guard member readiness.
- ➤ To assist ANG program managers and supervisors to improve ANG member and their families psychological health well-being by managing professional services and/or overseeing an individual's mental health needs.
- > To provide consultation and support to help address organizational and individual health care situations which may have a detrimental effect on ANG member's psychological health.
- > To offer consultative guidance and advice to Wing ANG senior leadership on DoD, AF, NGB and state specific mental health needs based on Guard member demographics and mental health status.
- ➤ To provide Air National Guard oriented mental health training throughout the full spectrum of their employment in the Air National Guard.

## A. POLICY CONCEPTS

ANG will act as the lead in a consortium of states and territories that seek a variety of services for their ANG members and their families.

The policy concepts which these services operate are as follow:

- 1. The Air National Guard, as an employer, recognizes TBI, PTSD, mental and emotional disorders, alcoholism and/or other drug abuse as treatable conditions. The ANG members suffering from these conditions should receive the same assistance that is presently extended to employees having any other illness.
- 2. The Wing PHSME will work with Commanders, managers and supervisors to design and promote services that will address individual's mental health issues and prevent potential issues from developing. Services also will be provided for individual ANG members to improve civilian work performance by assisting in the resolution of personal problems, and enhancing their ability to balance and manage both their work and other life responsibilities.

- 3. Psychological Health Services (PHS) will interface with other ANG joint programs so as to result in an integrated, seamless support program for all ANG members.
- 4. Except for the limitations for sensitive positions (as provided by Section 201(c)(2) of PL 91-616 and Section 413 (c)(2) of PL 922-255 and according to Executive Order 12564), no member's job security or promotional opportunity will be jeopardized as a result of a request for either PHS counseling/problem solving or outside assistance in connection with the treatment of emotional problems, alcohol and/or other drug abuse.
- 5. Professional ethics and the principles of confidentiality stated in the Privacy Act will be adhered to at all times, with the exception of the limited confidentiality extended to any ANG member who has divulged information that requires a mental health provider to report that concern; per applicable State and Federal laws, guidelines and regulations. In all such cases, the results may be disclosed without ANG member consent to the ANG COTR, State and or Wing leadership, and/or the Guard member's Commander.

All medical and counseling/problem solving records, as well as any information obtained by contact with, or employee visits to the PHS, will be kept in a confidential manner in accordance with the mental health system of records and Section 122 and 303 of PL 93-282, the Privacy Act of 1974 and 42 CFR, Part 2 "Confidentiality of Alcohol and Drug Abuse Patient Records." Because the regulations prohibit implicit and negative disclosure about persons with alcohol and/or other drug abuse problems, including whether or not a given person has utilized the PHS, the confidentiality of all ANG members shall be maintained.

- 6. The PHS services will provide confidential consultation, assessment, problem solving and/or outside referral and follow-up services for ANG members and their family members, as well as Commanders who seek help for themselves and/or the ANG members for whom they supervise.
- 7. Any member who decides to coordinate a visit to the PHS with permission of a Commander may, based on the policy of the Air National Guard, be considered on official duty (however may be in a non-pay status) while at the PHS for assessment and/or short-term counseling/problem solving. When PHS visits are coordinated with and approved by the Commander, sick or annual leave may or may not be charged to the ANG member. Full time ANG members who self-refer to the PHS without a supervisor's knowledge may use sick or annual leave to utilize the assessment, counseling, and/or in- or outpatient treatment of the PHS.

# B. POST AWARD CONFERENCE

The Contractor's, and other appropriate corporate personnel shall meet with the Contracting Officer, ANG COTR, and other ANG staff for a post award conference within ten (10) days of the award of the contract to thoroughly review the requirements of the contract document, contract administration procedures and invoicing requirements. Within thirty (30) days of the award of the contract, ANG shall visit the Contractor's corporate office and meet with them to discuss and present the

organizational structure and pertinent information about the personnel management policies and procedures of customer organizations. The contracting officer, ANG COTR, and other relevant managers should participate in the meeting at the Contractor's corporate office, if requested.

# C. MANAGEMENT INFORMATION SYSTEM ()

The privacy and confidentiality of all ANG member identifying data managed as part of this contract must be handled as specified in Section 5.10 System of Records and Management Information System in the solicitation.

### D. DEFINITIONS

These definitions shall apply when used in the provision of service delivery and throughout this contract.

- 1. **Activation**: Order to active duty (other than to training).
- 2. **Active Duty**: Full time duty in the active service of a Uniformed Service including active duty training (full time training duty and full time attendance at a school designated as a military service school, e.g. United States Military Academy).
- 3. **Affiliate**: An individual or group of professional mental health practitioners who, through a contractual relationship with the prime Contractor, provide counseling services to ANG members and/or their family members. All Affiliates shall meet the requirements of qualified counselor as defined herein.
- 4. **Wounded Warrior Program**: Formally known as the Disabled Soldier Support program (DS3), this program provides support and coordination of care to all members of the Armed Services and their families through all phases of recovery and rehabilitation from injury.
- 5. Wing Suicide Prevention Program This Air Force wide initiative encompasses efforts to provide quality education, enhanced prevention and improved event tracking regarding the suicide prevention program endorsed by the Air Force. Efforts will be made at the Wing level to tailor psychosocial and prevention programs appropriate for the particular climate and needs of each unit.
  - Automated Neuropsychological Assessment Metric (ANAM) Automated Neuropsychological Assessment Metrics. The ANAM is a 20-25 minute neuropsychological assessment designed to detect gross abnormalities in cognitive functioning. The testing is currently mandated as a baseline screening for Airmen who will be deploying under Title 10 status in areas where they will be receiving hazardous duty pay. The ultimate goal of ANAM is to have a predeployment (aka, baseline) measure should an Airman show evidence of experiencing a head injury during deployment. This baseline measure could later be used as a comparison for future, follow-up ANAM assessments.

- 6. Alcohol Abuse: A maladaptive pattern of alcohol use leading to clinically significant impairment or distress as manifested by one or more of the following: failure to fulfill major role obligations at work, school or home; legal problems resulting from the use; recurrent use in situations in which it is physically hazardous; and/or continuous use despite having persistent or recurrent social or interpersonal problems caused or exacerbated by the effects of the alcohol.
- Assessment and Referral: Professional counseling including an assessment, various educational and motivational activities, and referral to an appropriate community resource.
- 8. **Front Line Supervisor's Course -** This ½ day course provides in-depth training for supervisors to enhance their ability to recognize and effectively intervene with personnel suffering from emotional distress secondary to a variety of life problems, and builds upon skills first learned during annual suicide prevention training and various professional military education activities.
- Beneficiary: Individual eligible to receive medical care provided by military medical facilities and the TRICARE network and can include active duty personnel, active duty dependents, military retirees and their dependents, and survivors of deceased service members.
- 10. Case Management: An activity aimed at assessing the member's progress and needs to help ensure that appropriate services are provided. This may include, but is not limited to, contacts with the member, service provider(s), significant others and ANG representatives as appropriate.
- 11. **Case Record**: The electronic and any hard copy record of case activity.
- 12. Casualty Assistance Officer: Specially trained officer and enlisted personnel who are charged with personally notifying family members of the death of an active duty service member. They provide initial guidance and support in assisting families in dealing with the loss of a military member.
- 13. **Chain of Command**: the succession of commanding officers from a superior to a subordinate through which command is exercised.
- 14. **Client/ ANG member/ service member**: An individual, eligible under applicable ANG policies, who receives services through this contract.
- 15. **Conflict-of-Interest Assignment/Referral**: Assignment or referral of any member(s) to an affiliate counselor or resource in which the referring Counselor and/or the Contractor has a financial interest or any other interest.
- 16. Continuous Quality Improvement (CQI): The analysis of processes to reduce unnecessary variation and improve the quality of the products and services delivered and the use of methodologies to develop new products, services, or processes which offer benefits to ANG members. This process includes the analysis of evaluations from trainings and orientations, customer satisfaction surveys, and record reviews, as well as

- staffing patterns, Substance Abuse Professional coverage, Information System data, etc.
- 17. **Continuous Quality Improvement Reports**: Statistical and narrative reports that summarize the findings of the Contractor's Continuous Quality Improvement process.
- 18. **Contractor**: A company that has entered into a contractual relationship with ANG to provide services according to the terms described herein.
- 19. **Counseling/Problem Solving**: Professional counseling/ problem solving provided by Affiliates sub-contracted by the Contractor or within the TRICARE, VA Healthcare system or other accepted resources. Counseling/problem solving is solution-focused, supportive, motivational, educational and/or informative.
- 20. Critical Incident: A situation that is perceived to threaten life and/or cause serious physical and/or emotional injury or distress to a person or group. The contractor shall provide a critical incident report verbally to ANG within 24 hours of being notified of each critical incident.
- 21. **Critical Incident Stress Debriefing (CISD)**: A formal, intervention model, voluntary group meeting between a trained or Affiliate Counselor and group exposed to the same stressful event/incident following an event/incident.
- 22. **Critical Incident Stress Management (CISM)**: Constellation of services or activities that may be used by an organization to respond to and manage a critical incident. Services and activities include, but are not limited to, "inoculations," defusings, debriefings, outreach to the workforce, psycho-educational activities related to trauma, anniversary responses, consultation, etc.
- 23. Coordinating Authority: A commander or individual assigned responsibility for coordinating specific functions or activities involving forces of two or more military department forces in the same Service. The Commander or individual has the authority to compel agreement. Coordinating authority is more applicable to planning than operations.
- 24. **Dependent/Immediate Family**: A service member's spouse, children who are unmarried and under 21 years of age or who, regardless of age, are physically or mentally incapable of self support; dependent parents; including step and legally adoptive parents of the service member's spouse; and dependent brothers and sisters including step and legally adoptive brothers and sisters.
- 25. **Direct care**: Health care for active duty and other classes of beneficiaries provided inside the military treatment facilities (MTF) system; e.g. care received at the National Naval medical Center, Walter Reed Army Medical Center, health care provided to forces deployed to combatant sites and other locations overseas.
- 26. **Directors of Psychological Health**: Individuals at the state level responsible for state program oversight; program information, answering and screening phone calls, providing information, and connecting callers and other requests for mental health

services to the appropriate resource if needed.

- 27. **Drug Abuse**: Use of psychoactive substances that are consumed in amounts hazardous to individual health or safety of the community, are prohibited by the laws of the state or if otherwise legal are taken on one's own initiative rather than on the basis of qualified professional advice.
- 28. Drugs: Includes illegal, legal and/or over-the-counter drugs other than alcohol, caffeine or tobacco. Illegal drugs refer to those prohibited for use or possession by law or statute. It does not include the use of a controlled substance pursuant to a valid prescription or for other uses authorized by law. Legal drugs include both prescription and non-prescription medication.
- 29. **Emergency**: Any situation requiring immediate attention and/or intervention where there is danger to life and/or property.
- 30. Employees in Sensitive Positions:

Employees in positions designated as Special Sensitive, Critical Sensitive or Non-Critical Sensitive under Chapter 731 of the Federal Personnel Manual or employees in positions designated as sensitive in accordance with Executive Order No. 10450, as amended:

Employees granted access to classified information or who may be granted access to classified information pursuant to a determination of trustworthiness under Section 4 of Executive Order No. 12564:

Individuals serving under presidential appointments;

Law enforcement officers as defined in 5 U.S.C. 8331 (20) and 8401 (17); or

Other positions that involve law enforcement, public health or safety, national security, the protection of life and property or other functions requiring a high degree of trust and confidence.

**Family members**: Relatives of service members regardless of home address, or significant other living in the employee's household. This group can include but is not limited to Service member parents, step-parents, grandparents, siblings, aunts, uncles, nieces, nephews cousins etc.

- 31. **Family Support Centers (FSC)**: FSCs are designed to offer family members of soldiers with a range of information including but not limited to provision of services provided by the installations, community resources, and other necessary information unique to service members' families.
- 32. **Health care provider**: A broad term encompassing licensed clinical professionals (e.g. physicians, psychologists, advanced practice nurses, licensed clinical social workers.
- 33. Individual Medical Readiness (IMR): A means to assess an individual service

- member's readiness level against established metrics to determine medical deployability in support of contingency operations.
- 34. **Installation**: A grouping of facilities located in the same vicinity, which support particular functions. Installations may be elements of a base.
- 35. **Intake**: The process of a member requesting services and contact with a PHSME. The intake process also includes the completion of appropriate forms that result in either the opening of a new case file or re-opening of an existing one.
- 36. Professional staff employed by the Contractor and assigned to work on the ANG who are designated by the Government as functioning in positions that are significant to achievement of contract objectives.
- 37. **Medical Evaluation Board (MEB)**: Physical and/or mental health problems that are expected to render a service member unable to fully perform his/her duties exceeding 90 days require a MED. A limited duty board is a type of MEB that places a member in a less than full duty status for 6 months. If a service member has a condition that is incompatible with military duty or that results in disqualification from world-wide deployment for more than 12 months, he/she will be referred to a Physical Evaluation Board (PEB).
- 38. **Medical Holdover**: Demobilized Reserve Component soldiers with medical conditions and/or injuries sustained in the line of duty that render them non-deployable but volunteer to remain on active duty as they are treated medically.
- 39. **Medical Regulating**: The actions and coordination necessary to arrange for the movement of patients through the levels of care. The process matches patients with a medical treatment facility that has the necessary health service support capabilities and available bed space.
- 40. **Military One Source**: A toll-free, 24/7 clearinghouse service that provides information and resources to active duty personnel and their beneficiaries.
- 41. **Monitoring of Member Progress**: The PHSME's role in following a member's progress throughout the intervention or referral process. Such contact occurs on a periodic basis and with the member's authorization, and includes, but is not limited to, contacts with the member, the member's commander (if involved and appropriate), and resource(s) to which the member is referred, etc.
- 42. **Offeror**: Any organization that submits a proposal in response to this RFP.
- 43. **Post Deployment Health Assessment (PDHA)**: A mandatory procedure for each service member redeploying from combatant operations. It is composed of two parts. Each returning service member must fill out a form DD 2796; entitled PDHA. In addition to the completion of the form, the Service member must also have a face-to-face interview with a trained health care provider. This is to be completed within five days before or after redeployment. If this is not possible, the member's commander should

ensure that it is completed, processed and filed in the permanent medical record within thirty days of the member's return.

- 44. **Post Deployment Health Re-Assessment (PDHRA)**: A mandatory program designed to identify and address health concerns with a specific emphasis on mental health issues that may have emerged over time since deployment and re-deployment. The PDRHA form (DD2900) which is also web based can be filled out on-line, provides a second health assessment for the three to six month period after re-deployment. These forms must be reviewed by a health care provider and any follow up with the service member must be undertaken.
- 45. **Pre-deployment Health Assessment**: A required form (DD 2795) that allows military personnel to record information about their general health and share concerns they may have prior to deployment. It also assists health care providers identify issues and provide medical care before, during and after deployments. It is mandatory for all deploying military personnel to fill out the form. It is to be completed and validated within 30 days prior to deployment. This is not to be confused with the periodic Health Assessment.
- 46. **Post Traumatic Stress Disorder (PTSD):** An anxiety disorder that can occur following the experience or witnessing of a traumatic event. A traumatic event is a life threatening event such as military combat, natural disasters, terrorist incidents, serious accidents or sexual assault in adult or childhood. Most survivors of trauma return to normal given a little time. However, some people will have stress reactions that do not go away on their own or may even get worse over time. These individuals may develop PTSD.
- 47. **ANG COTR**: The Contracting Officer's Technical Representative. An individual(s) appointed by the Contracting Officer and the COR to manage and monitor this contract from a technical standpoint. For purposes of this contract, the ANG COTR is identified as a member of the NGB/SG Directorate. In the absence of the ANG COTR, the COTR shall assign a designee to represent or act on their behalf.
- 48. **Purchased care**: Health services provided through a TRICARE contract that utilizes civilian resources.
- 49. Qualified Staff: See Section 5.3 (1) of this document for requirements.
- 50. **Redeployment**: The withdrawal and redistribution of forces; to transfer to another place or job.
- 51. Referral:

Self-Referral - voluntary and confidential use of the PHS by an employee or family member.

Formal or Informal Referral - referral to the PHS by a supervisor, commander or other management official of any member who has deteriorating job performance, time management, attendance and/or conduct problems either in writing (formal) or

verbally (informal).

Other Referral - referral to the PHS of an employee by a union official, health unit, family member or through any means other than self- or a supervisory referral.

- 52. **Release of Information Form**: A document signed by a ANG member that permits the health care provider to disclose specified information to identified supervisors/Commanders, treatment facilities, family members, etc. Except where disclosure without consent is allowed or required by law, the member's written consent shall be obtained prior to the release of information to any individual, institution and/or organization. This applies to all releases without regard to the type of problem the individual is experiencing.
- 53. **Resource**: An agency, organization, business, service, individual/practitioner and/or other system to which/whom the assessing health care provider or the PHSME may refer an employee or family member.
- 54. Resiliency DoD, AF or ANG program.....
- 55. **State Air National Guard**: Every U.S. state and territory, for both Air and Army Air National Guard, is a component of the psychological health program and may have slight nuances in the application to provide mental health services to its members.
- 56. **Statement of Understanding:** A document that describes the services available for mental health or resource assistance and its applicable confidentiality. It is given to the service member at the beginning of the first counseling session and includes a consent form that must be signed prior to the member receiving counseling services.
- 57. **Substance Abuse Prevention and Treatment**: programs designed to address the substance use, misuse, abuse and dependency needs of service members. Each service has oversight over their substance abuse prevention and treatment programs.
- 58. **Substance Abuse Professional (SAP)**: Licensed physician (Medical Doctor or Doctor of Osteopathy), or licensed or certified psychologist, social worker, employee assistance professional or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of, and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.
- 59. **Supervisor or Management Consultation**: Discussion between any and service member's supervisor/management official to assess organizational needs; discuss potential and actual referrals; consult or confer regarding a client as appropriate during the course of counseling/problem solving monitoring, and/or follow-up; and/or managing a critical incident.
- 60. **Testing Designated Position (TDP)**: Any employment position that has been designated for random alcohol and/or other drug testing by Government mandate or management decision.

- 61. **Third Party Payments**: Payments made by a health insurance company that typically covers either part or all of the cost of medical and/or behavioral health treatment.
- 62. Tour-of-Duty: Employee work shift.
- 63. **Traumatic Brain Injury**: A blow or jolt to the head or a penetrating head injury. The injury may be caused by falls, motor vehicle accidents, assaults and/or other incidents. Blast and concussive events are a leading cause of TBI for active duty military personnel involved in war zones. TBI can temporarily or permanently impair a person's cognitive skills, interfere with emotional well-being and diminish physical abilities. Persons with TBI also remain at high risk for the development of delayed symptoms.
- 64. **TRICARE**: DoD's health care plan for active duty, active duty beneficiaries, retirees and their beneficiaries.
- 65. **Veterans Health Information Systems and Technology Architecture (VistA)**: The Veteran's Health Administration electronic medical information/record system.
- 66. **Utilization**: Utilization is tracked through counting numbers of persons or events. When utilization rates are provided they are calculated by annualizing these numbers and dividing by the total number in the category tracked, e.g., cases opened divided by the total covered ANG member population.

Utilization tracking for PHSME activity includes, but is not limited to, the following:

Consultations with ANG members/family members regarding any presented issue for which a case has not yet been opened. This may include provision of information, education, assessment, and or referrals.

Cases opened: The number of cases opened (with an assigned case number) with service members needing assistance for a defined problem.

Problem Resolution Rate: The percentage of cases closed in which the problem or issue assessed by the mental health provider was resolved.

Training/education/seminar Participants: The number of employees in attendance at trainings, seminars, workshops, and orientations.

Critical incident responses and numbers of individuals provided group or individual interventions.

Consultations with ANG management or supervisors/Commanders regarding an individual or work unit.

67. **Verified Positive Test Result**: Any test result that has been screened positive by a FDA-approved immunoassay test, confirmed by a Gas Chromatography/Mass Spectrometry assay (or other confirmatory tests approved by HHS), and evaluated and corroborated by an authorized reviewing official.

- 68. **Warm Transfer**: A direct telephone transfer, through use of telephone conferencing, of a caller to an affiliate counselor from a PHSME without disconnecting the caller. The individual transferring the call shall speak with the mental health counselor to indicate that he/she has a caller on the line who is interested in services.
- 69. Wing Project Officer Supervises and manages the day-to-day activities of the Wing PHSME as outlined in this PWS. Performs quality surveillance and reports any deficiencies in the contract services provided to the ANG COTR and the COR.
- 70. **AF Suicide Prevention Program** This Air Force wide initiative encompasses efforts to provide quality education, enhanced prevention and improved event tracking regarding the suicide prevention program endorsed by the Air Force. Efforts will be made at the Wing level to tailor psychosocial and prevention programs appropriate for the particular climate and needs of each unit.
- 71. **DoDSER** -The Department of Defense Suicide Event Report (DoDSER) is an omnibus instrument designed to glean as much demographic, service related, psychosocial and antecedent information that can be consistently gathered from service members who have either attempted or completed suicide.

### C. TECHNICAL SPECIFICATIONS/TASKS TO BE PERFORMED

The PHS Services to be delivered under this contract are ANG member based behavioral health services designed to help maintain and improve ANG member productivity and to help members address the full range of personal and mental health problems. Services are to be part of a comprehensive overall effort through the DoD, AFand NGB Behavioral Health programs.

As part of their proposals, offerors are requested to consider the services to be delivered and to describe the offeror's recent experience both at the corporate and the state level in: working with customer organizations to understand and meet their needs; demonstrating value relative to psychological health core competencies; demonstrating outcomes from the services delivered; and in demonstrating overall Return On Investment (ROI) for the Air National Guard.

Offerors also are requested to describe as part of their proposal how the offeror, if awarded this contract, at both the corporate and state level, would work with ANG, the states and territories, to accomplish the functions listed in the above paragraph.

Services are to be performed in accordance with the highest professional standards and the following requirements:

a. Professionally Staffed ANG Wing Psychological Healthcare Subject Matter Expert (WPHSME)

The WPHSMEs shall oversee and coordinate mental health access through the state offices (and territories) for on and off-site assessment, problem solving, educational and motivational activities, referral, monitoring, behavioral health

consultation, and follow-up psychological health services; 24 hours a day, 7 days a week, 365 days a year at secure, smoke-free locations accessible to the physically challenged. \*Each ANG Wing that accepts a WPHSME will need to provide an office/administrative space and Government Furnished Equipment (GFE) for these individuals. The WPHSME will act as a team member with other ANG program personnel in support of all ANG members and their families; recognizing there are nuances and differences regarding NGB component policies and protocols as well as the mental health needs of the individual airman or soldier.

The WPHSMEs shall fully and promptly comply with all requests by the ANG COTR and the Wing Project Officer to secure all requested levels of security clearance for personnel working under this contract. Complete applications for security clearances are to be submitted within one week after approval to work at the ANG unit. The contractor will promptly provide other information when requested by the ANG COTR or Wing Project Officer to determine the information is needed to resolve issues, e.g., service complaints, appearance of background discrepancies, etc.

(1) WPHSMEs and Affiliate Counselor/Network Coverage

ANG will set access levels and on-site placement based on ANG member geographic dispersion, ANG direction, program utilization, affiliate counselor accessibility, and other relevant factors to ensure cost-effective placement of WPHSMEs while maintaining program quality and access. ANG and the Contractor shall work together to track WPHSME capacity and assignment utilization. The Contractor shall consider clinical need and referrals among other pertinent factors and recommend adjustment of service levels and WPHSME placement.

- (a) In limited circumstances it may be in the best interest of the Government for ANG or various states/territories to directly employ or contract for a WPHSME, e.g., for certain security reasons. In this event, at the request of the ANG COTR, the Contractor shall provide access to the WPHSME for use of the, MIS case management system and/or other resources available to WPHSMEs provided by the Contractor, as well as clinical consultation on difficult case situations.
- (b) WPHSMEs shall be responsible for ensuring appropriate on-and off-site office coverage. When a WPHSME will be away for more than two (2) weekdays due to vacation, leave-of-absence, or illness/or unexcused absence, appropriate options shall be examined, including, but not limited to, back-up on-site coverage. The coverage plan developed shall provide the most cost and service efficient

alternative that provides for continuity of care, timely management of existing and incoming work load, service quality and customer satisfaction. A back up coverage for any absence is required.

- (c) Within thirty (30) days of the award of the contract, the Contractor shall submit via electronic mail to the ANG COTR for approval, written protocols and procedures to ensure that all full-time, or back up WPHSMEs have supervision and appropriate psychiatric telephonic consultation available at all times.
- (d) Psychiatric telephonic consultations shall be available when needed, including after-hours availability for urgent/emergency situations.

# b. Hours of Operation

# (1) Regular Business Hours

WPHSME availability will be required on each business day for those Wings that have regular hours, and most likely will include some evenings and weekends, as necessary in order to best serve individual ANG members.

Within thirty (30) days after the award of the contract, the Contractor shall submit via electronic mail to the ANG COTR for approval, written protocols and procedures to ensure that all are actively engaged in duties and/or accessible by telephone/e-mail during regular business hours and after hours.

It shall be the responsibility of the Contractor to be familiar with the Federal calendar as well as with those days set aside as officially approved holidays. On-site WPHSMEs working within the terms of the contract shall observe the same holidays as the Air National Guard. When Federal organizations are granted additional leave including administrative leave as a result of inclement weather, potentially hazardous conditions, parades and/or other functions or special circumstances, the Contractor may be required to retain staff on duty at assigned locations to maintain an acceptable level of service for those ANG members who are required to work.

# (2) Emergencies and After-hours Coverage

Within thirty (30) days after the award of the contract, the Contractor shall submit via electronic mail to the ANG COTR and Wing Project Officer for approval, written protocols and procedures explicitly defining the process by which WPHSMEs or affiliate counselors shall respond to after-hours or emergency

calls. This plan shall include provisions for both initial phone contact and on-site response when clinically necessary and if practicable. The plan shall address the protocols applicable during regular business hours as well as those in emergency situations that occur when WPHSMEs or affiliate counselors are not in their offices (evenings, nights, weekends and holidays). Key personnel or their back-ups are expected to be available by e-mail or telephone 24 hours a day, seven days a week.

# (3) Attendance

When the Wing PHSME is on leave during regular business hours, the Contractor shall notify the Wing Project Officer as to who will be the backup. When possible, this notification shall be provided two (2) days prior to the beginning of the WPHSME's leave.

#### c. Office Locations

The Contractor shall be responsible for providing continuous on-site coverage at locations approved by the ANG COTR. The number of office locations is estimated, as state/territory locations may vary, increase or decrease per work force requirement. In most instances, the offices shall be located at ANG Wings as approved by the Wing Commander, however, the Contractor may be required to locate and secure separate office space.

The Contractor shall establish formal agreements with local qualified mental health counselors (emergency affiliate network) so that eligible ANG members and their families may receive counseling/problem solving or other assistance when urgently needed.

# d. Wing PHSME Access

#### a. Telephone Access

The WPHSME shall be accessible, regardless of where callers are located in their respective state/territory.

(1) The WPHSME and/or qualified emergency affiliate counselor must be available at all times to immediately and directly interact with the caller, e.g., when a direct clinical response is required by the ANG member, when an emergency clinical counselor's involvement is needed, or when the caller requests to speak to a counselor.

Minimal use of recorded messages is allowable and only with the specific prior approval of the Wing Project Officer.

(2) WPHSMEs who have call-forwarding capability shall forward their telephones to back-up personnel or blackberry anytime they anticipate being out of the office, including after regular business hours. WPHSMEs shall be

- responsible for testing the forwarding system to ensure that calls are properly forwarded to the correct terminating location each time they use their call-forwarding feature.
- (3) When applicable, WPHSMEs shall record an ANG-approved message on his/her voice mail or answering machine. This message shall clearly refer callers to the appropriate forwarding number, and repeat the number to help ensure it is understood.
- (4) Systems and procedures required to ensure reliability and effectiveness of offeror's communication methods must provide for timely and accurate communication of information and messages among appropriate ANG personnel, referral counselors, and callers in all circumstances. This applies whether or not WPHSMEs are in their offices at the time of the call.
- (5) Within thirty (30) days of the award of the contract, the Contractor shall submit via electronic mail to the ANG COTR for approval, written protocols and procedures explicitly defining telephone/e-mail access procedures and system back-up procedures. The Contractor shall integrate the protocols and procedures into the Standard Operating and the Clinical Policies and Procedures Manual and into WPHSME orientation and training. The Contractor shall address and ensure that:
  - (a) The phone calls are answered quickly, efficiently, and in a courteous manner.
  - (b) In non-emergency cases, messages left for WPHSMEs shall be responded to no later than the next work day.
  - (c) Emergency calls shall be responded to immediately. The Contractor shall be responsible for assuring that a qualified response is available twenty-four (24) hours a day, 7 days a week, 365 days a year to speak with any ANG member or covered family member who calls the Wing PHSME for services.

If deemed an emergency by the WPHSME, person-to-person emergency/crisis counseling will be provided, as necessary, and callers will be referred to hospital emergency rooms and other facilities, as quickly as possible. When a referral is made to a hospital emergency room or other facility, the WPHSME working with the member shall facilitate the referral. The WPHSME will then act as a case manager providing linkage, monitoring, follow-up and participation in continuing care planning, as appropriate, with the consent of the member.

(d) TTY access shall be available for hearing-impaired members and family members 24 hours a day, 7 days a week, 365 days a year and shall be equivalent to telephone access available to all hearing employees and family members as described above. If requested, the WPHSMEs will be trained in TTY equipment operation and may be the sole recipients of and respondents to TTY calls.

- (e) Counseling by telephone may be provided by any qualified referred counselor if it is desired by the member and does not compromise the WPHSME or referred counselor's judgment. Within thirty (30) days of contract award, the Contractor shall provide a written protocol to the ANG COTR for approval concerning telephone counseling. The protocol shall be integrated into the Standard Operating and Clinical Policies and Procedures Manual and WPHSME orientation and training activities. ANG reserves the right to establish and provide Guidelines for Telephone Counseling to be used by the Contractor.
- (f) Web-based counseling is being reviewed by the ANG at this time and may be requested for implementation on a pilot project basis; in conjunction with the Chaplain Service. (See Optional Services).
- (g) A call tracking system will be used for real-time tracking and program management.
- (h) Monthly reports are provided to the Project Officer or designee, on case activity and performance against standards of timeliness for handling calls, making appropriate referrals, case disposition, and ANG member satisfaction. Offerors are to describe the reports and timeframe for submitting these reports as part of their proposal.
- (6) Within five (5) days of the award of the contract, the Contractor shall submit via electronic mail to the ANG COTR for approval, a written voice mail/answering machine message that shall be used by each WPHSME. The text of the standard message shall inform callers that they have reached the WPHSME and advise them that they may either leave a message or call an alternative number to receive immediate assistance. This standard message shall be recorded by each WPHSME on his/her voice mail or answering machine within two (2) working days after approval of the message by the Wing Project Officer.

#### e. Referral to the WPHSME

The Contractor shall encourage maximum access to the WPHSME by creating policies and procedures that ensure the following referral avenues:

(1) Self-referrals in which an eligible ANG member voluntarily contacts the WPHSME regarding personal problems or concerns. The WPHSME shall interview the member, and where appropriate and with the member's knowledge and written consent, manage information that will enable a health care provider/referred counselor to complete a thorough bio-psycho-social assessment of the client's presenting problem(s), which may/may not be related to TBI or PTSD.

When utilizing clinical counselors (through the emergency affiliate network), in urgent or emergency referrals, an initial diagnostic assessment shall be completed within one (1) or two (2) interview sessions and shall include screening for alcohol, drug, and other addictive disorders, risk of violence,

work issues, mental health related issues, financial, legal, medical and other problems. Assessment will also include gathering pertinent information concerning the presenting problem(s), demographics, family background, current living situation, and baseline information on key health/work indicators.

(2) Supervisory/Commander ordered referrals occur when a supervisor or Commander refers a member who is demonstrating job performance problems, time, attendance and/or other conduct problems. The PHSME and/or affiliate counselor shall meet with the member to both assess the supervisor's concerns, evaluate the member's perception of the problem(s) presented by the supervisor/commander and any other problems that the member may identify.

The PHSME and/or affiliate counselor shall be bound by the laws of confidentiality and shall discuss no specific clinical information with the referring supervisor or Commander unless the ANG member has signed a release of information form authorizing the release of specific information. Referred counselors are prohibited from communicating directly with the supervisor/Commander or other ANG personnel. Referred counselors are to promptly communicate significant information to the PHSME managing the case. In most cases, without a signed consent, the PHSME may only verify that the member sought assistance while on duty time. Applicable state laws and regulations apply for exceptions.

- (3) Other referrals in which a member is referred to the PHSME through any means other than self or supervisory referral, the PHSME shall interview the member, and where appropriate and with the ANG member's knowledge and written consent, his/her family members and/or supervisor/Commander will obtain information that will enable the PHSME to refer to a mental health counselor or other appropriate health care system provider to complete a thorough bio-psycho-social assessment or treatment for the ANG member's problem(s).
- (4) Referrals due to an ANG member's confirmed positive alcohol and/or other drug test are formal supervisory/commander referrals, whether or not they are associated with TBI or PTSD. Qualified Substance Abuse Professionals (SAPs) as defined by the Omnibus Transportation Employee Testing Act of 1991 as amended may be referred cases as part of the supporting affiliate network. Each PHSME will orient and ensure orientation of the affiliate counselor to the ANG and relevant DoD, Drug and Alcohol program(s) specific handling; policies, procedures and programs associated with alcohol or other controlled substance misuse or abuse.
- f. Psychological Health Services Access

The Contractor shall be responsible for implementing protocols and procedures to assure that PHSMEs are available to meet with ANG members and/or their family members at a mutually agreeable time. The PHSME shall ensure that initial appointments are made and conducted in a timely manner. Options for

appointments shall be offered at a variety of times and days. If the initial assessment appointment is not scheduled to occur within five (5) business days of the initial request for service, the case file shall include documentation regarding the reason the appointment was scheduled at a later date.

Emergency situations shall be responded to immediately, using the most appropriate resources available. Urgent situations shall be responded to within twenty-four (24) hours of contact.

Appointments, with the appropriate health care providers, shall be offered at times and locations convenient and accessible to the ANG members and/or their family member(s). Crisis counseling will be available by telephone 24 hours per day, 365 days per year. Appointments shall be made consistent with member's needs, regardless of the PHSME's regularly scheduled hours. PHSMEs will create state (and local) clinical counselor networks for referrals and other local resources to assist Guard members and their families with assistance on all sequelae associated with PTSD and/or TBI.

The Contractor shall provide necessary coverage through the efficient assignment of qualified staff. Resources will be utilized to ensure that employees are seen within a reasonable distance and commute time from the member's home or worksite when services are to be delivered. The ANG COTR, in partnership with the Wing Project Officer, intends to review PHSME productivity and placement to refine level(s) of effort and PHSME placement on an annual basis.

Quarterly, fifteen (15) days after the period being reported, the Contractor shall submit via electronic mail to the ANG COTR or designee, a PHSME and counselor referrals utilization report. This report shall document the percent of cases seen by PHSMEs and other mental health counselors and the average number of sessions per case.

- (1) Whenever possible, the PHSME shall defer to the choice(s) of the member with respect to language, gender, religious, cultural and/or ethnic preferences.
- (2) Telephone counseling is acceptable when expressly requested by the ANG member and where clinically appropriate.
- (3) Upon request by the ANG COTR or designee, the Contractor shall be required to provide mental health counseling utilizing various means of remote counseling in addition to telephone counseling, e.g., web based and/or video teleconferencing, via potential pilot program partnership with the ANG Chaplain Service. (see Optional Services).

#### g. Confidentiality

Information may be released in accordance with the laws, regulations and circumstances as discussed below. When information is released, the Contractor is required to include a prohibition on secondary release of the

information by the person to whom the Contractor releases information.

# (1) Laws and Regulations

The Contractor shall ensure that all policies and procedures of the PHSME services are in compliance with both Federal and State laws and regulations, and assure the confidentiality of member contact with the PHSME. Any and all counseling/problem solving records, as well as any information obtained from ANG member visits to, or contacts with, the PHSME shall be kept in a confidential manner in accordance with the **Privacy Act of 1974 and 42 CFR, Part 2 "Confidentiality of Alcohol and Drug Abuse Patient Records", HIPAA**. The confidentiality of all ANG member users shall be maintained. Under the provisions of the Privacy Act or the Alcohol and Drug Abuse Patient Records regulations, information may not be disclosed to any person or organization without the written consent of the ANG member or court order requiring disclosure.

Disclosure of pertinent ANG member information is permitted under the following circumstances:

- (a) When the member gives prior written consent to disclose information. This consent of release is specific indicating the nature and scope of topics to be released, to whom information is to be released, the purpose of the disclosure, and the date on which the consent terminates.
- (b) If the member poses a danger to self or others, or threatens to commit a serious crime that would cause substantial property damage.
- (c) If there is a suspicion of child, spouse, or elder abuse or neglect (according to Department of Defense, or state regulations).
- (d) Where it is legally permissible or required to warn the target(s) of a credible threat of violence or a future criminal act made by a member, or to warn the legal authorities of such threat.
- (e) If the disclosure of information is allowed by a valid court order.
- (f) If the disclosure is made to medical personnel in a medical emergency.
- (g) To qualified personnel for research, audit, or program evaluation.
- (h) When a direct supervisor requires confirmation that the member has made or kept PHSME appointments during regular duty hours or sick leave, when the ANG member has sought official duty time for appointment.

- (i) For the purpose of defending an individual ANG member in litigation per DoD/ANG regulations and instruction from the Project Officer.
- (j) To a licensed health care provider with respect to positive to drug tests or clinical issues; in compliance with applicable Federal and state laws and regulations.
- (k) When Air National Guard requires that information be released due to their mission on a "need to know" basis, e.g., national security. These requirements are identified in the Statement of Understanding, specific to the Air National Guard and are required to be signed by ANG members before they are accepted as "clients" per the PHSME and other mental health counselor services under this program.

All other releases of information require ANG COTRapproval. The Contractor is responsible for ensuring that the person to whom confidential information is released to is notified of the prohibition on secondary disclosure of this information to another. The Contractor shall ensure notification documentation in the ANG member record.

# (2) Duty to Warn

The Contractor shall notify the Wing Project Officer or designee when the duty-to-warn is invoked.

#### (3) Positive Drug Tests

In cases involving positive alcohol and/or other drug test results, the designated health care provider shall disclose those results, with or without employee consent, to the PHSME. The PHSME will follow assigned state/territory DoD and ANG policies and protocols.

#### g. Recruitment, Employment, Orientation and Retention of Staff

#### a. Recruitment

The Contractor shall be responsible for the ongoing recruitment of a dedicated, full-time professional staff that is reflective of the cultural, age, and gender diversity of ANG population to the extent reasonably possible. ANG members and their family members may speak many different languages as their primary language. To facilitate communication with callers and ANG members, recruitment strategies should be applied to attract health care providers who are fluent in a variety of languages.

Additionally, consideration is to be given to recruiting staff that are familiar with state/territory geography, sensitive to cultural aspects of Air National Guard, and

military environment, and have consultative and presentation skills, and have a personal commitment to 24 X 7 X 365 availability if assigned to positions where such availability is required.

Unless waived by the ANG COTR in specific situations, minimum staff qualifications are:

- (1) Qualified PHSMEs shall hold a Masters and/or Doctorate degree from an accredited college or university recognized by the corresponding professional association(s) in a clinical or administrative mental health field. In addition, they:
  - (a) Shall have a current state license or state certification to practice as a mental health practitioner (e.g., social worker, clinical psychologist, marriage and family counselor, and professional counselor) in the state(s) where practice takes place at the independent level. If such licensure/certification is not available in that state, the individual shall hold appropriate certification from a recognized national certification organization or board.

Any referred counselor/mental health care provider assigned to perform services related to ANG members in other states, e.g., telephonic counseling, assessment and counseling, counseling and referral; and short-term temporary case-management must be licensed or certified in the state where he/she is physically located and have adequate knowledge of the state laws governing mental health issues and clinical practice for the population they are serving. Clinical supervision and consultation must be available (24 hours a day) and used to ensure adequate knowledge of state laws is appropriately integrated into the delivery of services.

- (b) Shall be able to practice at the independent level without requiring state mandated clinical supervision. In rare cases, requests for waiver of this requirement will be approved at the discretion of the Project Officer.
- (c) Shall have demonstrated capability to complete accurate bio- psychosocial assessments including substance abuse assessments and participate in Government sponsored TBI and PTSD training.
- (d) Shall have or be covered by professional liability insurance coverage of at least \$1,000,000 per occurrence; \$3,000,000 aggregate.
- (e) The Contractor shall ensure that affiliate counselors/mental health care providers performing phone counseling have specialized experience and training in phone counseling.
- (f) Shall have a minimum of three years of clinical or mental health care administration experience after receiving the graduate degree that qualifies the PHSME, affiliate counselor or mental health care provider for services described in this contract.

(2) Any other related staff must have the educational qualifications, experience, and personal characteristics needed for effective performance of the specific duties assigned.

# b. Employment

The Contractor shall, upon ANG COTR or designee request, submit copies of each final PHSME candidate's resume, license/certification, and proof of malpractice insurance, as well as a summary of the findings of a background check in accordance with company policy.

The Contractor shall conduct a face-to-face interview with all prospective PHSME personnel positions for each Wing. ANG Wing Medical Group representative/s in cooperation with the Wing Project Officer will participate in the interviews on individual PHSME selection. These representatives also reserves the right to reject any PHSME candidate for due cause.

The Contractor shall complete a thorough qualification, reference, and background check on each of the prospective PHSME. This process shall include, but not be limited to:

- (1) Reference check and confirmation of all prior employment as an adult, including job title, dates of employment, and any periods of extended absence while employed. The Contractor must account for all time periods in the candidate's entire adult life. For the last 15 years of employment, include details about specific responsibilities, functions, and quality of work performed;
- (2) Determination about the history of any malpractice suits in the past;
- (3) Confirmation that the candidate is a member in good standing of the professional organization most appropriate for his/her credentials, and
- (4) Prime source verification of each final candidate's current licensure, certification, or registration by the appropriate state's professional licensing authority.
- (5) Prime source verification of each final candidate's qualifying degree.

The background check shall include documentation and verification of the candidate's entire adult career and shall account for all time during the candidate's adult life. The Contractor shall make reasonable efforts to ascertain whether a potential Counselor has a criminal record and advise ANG of this fact. Because of the responsibilities of the PHSME, prior criminal convictions may be relevant in deciding whether to hire persons who apply for or PHSME positions. The Contractor shall evaluate hiring such applicants based on: (1) the applicant's qualifications; (2) the nature and the gravity of the offense or offenses; (3) the time that has passed since the conviction and/or completion of the sentence; and (4) the nature of the sensitive duties required of the position to be filled.

The Contractor shall conduct drug tests for all prospective PHSME candidates. The Contractor shall also comply with Federal Acquisition Regulations (FAR) 52.223-6 Drug-Free Workplace requirements.

The Contractor shall fully and promptly comply with all requests by the ANG COTR to secure all requested levels of security clearance for staff working under this contract. Complete applications for any security clearance are to be submitted within one week of request by the Wing Project Officer. The Government shall advise/sponsor the Contractor for obtaining required Top Secret (TS)/ SCI security clearances for individuals, if requested. It is the responsibility of the Contractor, both administratively and financially to obtain a TS facility clearance via Government sponsorship. Contractor shall ensure that each candidate is fully qualified to receive network and CAC access/privileges. If Wing Project Officer determines that a candidate is not qualified to receive network/CAC access, the Contractor will provide another suitable candidate.

#### c. Initial Orientation

Within ten (10) working days after any of the or PHSME has been hired and prior to any referred counselor providing services to ANG beneficiaries, the ANG Wing Leadership, shall provide a thorough orientation about the ANG Psychological Health Services program as well as the ANG unit's mission, culture and organizational structure, i.e. ANG 101 briefing. This orientation shall include, but not be limited to, a review of all policies and procedures necessary for the PHSME and a referred counselor to perform under the terms of this contract. Evidence of the successful completion of a structured orientation protocol resulting in adequate knowledge to perform assigned duties shall be retained in each PHSME's personnel file or referred counselor's contract file and available for the ANG to review upon request. The affiliate counselor/mental health care provider orientation may be accomplished by telephone, on-line or written communication.

## d. Ongoing Orientation and Training

Contractor shall provide resources (i.e. travel and per diem) for PHSMEs to attend a mandatory week-long ANG orientation course sponsored by NGB/SG and an annual refresher/sustainment training at NGB/SG Readiness Frontiers event or similar training. Location and site to be determined based on the most economical venue.

The Contractor shall maintain ongoing orientation and training to ensure that personnel working under this contract have the information and skills needed to effectively perform their duties. This includes, but is not limited to, information on the culture of ANG and the relationship to service provision, use of the standard management information system, diagnostic assessment techniques, and consultative and presentation skills.

#### e. Retention

The Contractor shall make every effort to retain PHSMEs. This shall include, but not be limited to:

- (1) Competitive salary scales and health benefits;
- (2) Opportunities for promotion;
- (3) Opportunities for professional growth including the provision of Continuing Education programs and/or stipends to attend professional meetings/conferences;
- (4) Timely responsiveness to include a plan for an annual internal needs assessment to identify areas of staff concerns, strengths and/or weakness; and
- (5) Recognition programs.

Offerors are requested to include in their proposal their staff retention rates. Retention rates should reflect the percentage of people who were employed or became employed in those positions since January 1, 2006 who remain in those or related positions within the offeror's company.

In the event that any of those who have already been employed by the Contractor is found to have a past criminal conviction(s) that was not revealed during the application process, was not previously reported to ANG or which occurred after the PHSME was hired, the Contractor shall promptly advise ANG COTR of this fact. Per U.S. Government, U.S. Department of Defense security policies and procedures, ANG reserves the right to determine whether such individuals should continue to be involved in the ANG Psychological Health program.

#### h. Functions

Contractor personnel will perform a broad range of functions to assist ANG members and their families in addressing and resolving the full range of personal and mental health related problems to optimize health, productivity and operational readiness. Contractor personnel also will assist the ANG in understanding the interface between behavioral health and operational efficiency, and the role of the PHSME in helping develop and apply behavioral health solutions to functional/operational problems.

PHSMEs function in roles with a greater focus on consultative and case management services. Referred counselors/mental health care providers will perform counseling functions in gradations ranging from primarily individual counseling/problem solving and consultation with the PHSMEs to interventions associated with sequelae of TBI, PTSD and other psychological health issues. Each Wing Project Officer and other Wing leadership will guide and support all personnel working under this contract to achieve these functions. To be successful, contractor personnel must understand the complex Government

(DoD, AF, NGB, State, TRICARE and VA) health care systems and options, the environment of the military system and apply this understanding with sensitivity to maintain the PHSME's neutrality and confidentiality and retain member's trust and confidence and decrease potential stigma of utilizing the Psychological Health Services. (See Definitions Section.)

The Contractor shall, within thirty (30) days after award of the contract, submit via electronic mail to the ANG COTR for approval, written protocols and procedures to assure the following requirements are achieved:

#### a. PHSMEs:

Wing PHSME are expected to work exclusively on the ANG Psychological Health program; with a minimum of forty (40) hours per week during normal business hours at an office approved by the Wing Project Officer or designee. In addition, it is expected PHSMEs will be required to work some weekends or evenings in order to accommodate ANG reintegration activities, return telephone calls initiated by the Wing Project Officer or his/her designee within one (1) hour of receiving either the call or notification of the call, carry a blackberry/cell phone and be available for emergencies.

PHSMEs must have experience working in a complex organizational environment, and must understand labor relations, military operations, and the military health care system (DoD, AF, NGB, State, TRICARE and VA as it pertains to the ANG). Within 30 days of contract award, the Contractor will develop a reference resource guide to be used by each PHSME to facilitate referrals, identify applicable DoD, AF, NGB, TRICARE and VA benefits for the Air National Guard population as well as other state and local resources.

PHSMEs shall oversee the day-to-day clinical policies, procedures, and practice of affiliate counselors/mental health care providers, as well as coordinate communication between affiliate counselors/mental health care providers and appropriate ANG personnel.

PHSMEs shall have the following additional specific responsibilities:

#### (1) Administrative and best practice oversight

Each PHSME assigned on certain occasions and depending on case load may have psychological health cases to supervise/manage. PHSMEs shall be responsible for assuring the delivery of quality clinical, consultative, and referral services, by referred counselors/mental health care providers, and for arranging, delivering, maintaining and documenting training and other clinical and consultative services as required by the contract.

PHSMEs shall provide each of the referred counselors/mental health care providers assigned to ANG cases with at least one (1) hour of telephone administrative oversight every other week for case management issues or potential clinical concerns.

In coordination with the ANG PHSME, NGB/SG Office and Wing PHSMEs shall discuss priority cases. Priority cases include all of the following: emergency or urgent referrals to an affiliate counselor, reactivated cases; cases involving alcohol and/or other drug use; risk, threats or actual acts of violence; child, elder or partner abuse/neglect; confirmed TBI and/or PTSD cases, positive alcohol or other drug test results; other cases selected by the affiliate counselor/mental health care provider based upon need. Every priority case is to be reviewed before a third session with the ANG member for quality and effectiveness. Administrative oversight shall be sought on each case when the referred counselor/mental health care provider assesses a risk of violence is present. Such oversight shall be sought immediately if the referred counselor/mental health care provider has any concern regarding imminent danger and will occur as needed by the referred counselor/mental health care provider, prior to the next contact with the ANG member. Where the PHSME determines that additional intervention is necessary, he or she will be responsible for conducting the appropriate connection and follow-up.

To ensure compliance with DoD health care standards and sound clinical practice, PHSMEs shall personally review a minimum of two (2) randomly selected case records for each referred affiliate counselor/mental health care provider quarterly. When working with new (to the ANG system) referred counselors/mental health care provider, those targeted to improve case documentation, or whenever it is otherwise deemed appropriate, a larger sample of cases shall be reviewed.

Any referred to counselors/mental health care providers shall document all consultation in the case record; for both electronic and hard copy files. PHSMEs shall maintain separate documentation of all consultation in a file folder under the affiliate counselor/mental health care provider's name. Case records reviewed by the PHSME shall be dated and include a signed PHSME progress note indicating that the case record was reviewed. When a case record is reviewed from a remote location, an entry of the case review shall be inserted into the case record, providing similar documentation and including the PHSME's name in lieu of a signature.

(2) Reviewing, Commenting and Follow-up on critical incident responses.

Each PHSME shall review each critical incident response and, when appropriate, the PHSME will consult with the Contractor's legal counsel and ANG COTRto make suggestions regarding corrective actions to be taken with respect to the critical incident.

(3) Training of Referred Counselors/Mental Health Care Providers Regarding Referral Procedures

PHSMEs shall assure that all referred counselors/mental health care providers are aware of Federal, State, DOD, AF,/VA/TRICARE health benefit plans. PHSMEs shall assure that referred counselors/mental health care providers are sensitive to possible special needs of ANG members which might include, but are not limited to, specialized TBI or PTSD clinical practice, different languages,

the need for handicapped accessible facilities and/or a request by an ANG member for a referred counselor/mental health care provider of the same age, gender or ethnic background.

e. Referred Counselors/Mental Health Care Providers for Urgent or Emergency Needs

Referred counselors/mental health care providers will conduct face-to-face onsite (if requested) counseling and consultation. They are to apply best practice core technologies in a proactive, responsive, and consultative manner, partnering with the PHSME to help achieve the goal of a healthy, productive and operationally ready ANG member. The referred counselor/mental health care provider will build upon their knowledge of and experience in complex military health care systems and are expected to learn the culture and its unique relations including operations and administrative procedures. They are expected to develop and maintain positive relationships at multiple levels, provide clinical services and/or case management for clinical cases within a best practices framework (e.g., with a clinical, problem-resolution focus), provide critical incident services, and skillfully and collaboratively promote wellness by multiple modalities. The affiliate counselors/mental health care providers also are expected to document their activities and present that data in a fashion that emphasizes the value of the psychological health services program and the benefit for a Guard member or his/her family. This includes collecting and presenting information on the outcome of intervention and follow-up they provided related to special incidents and services, especially those having a member productivity impact. Payment to referred counselors/mental health providers will be via the individual ANG member's benefits (VA, TRICARE etc.) or the ANG member's private health insurance program. In emergency situations, some referred or affiliate counselors will be compensated by the contractor and billed to the Government at the contractor's negotiated state rate (per contract instructions). Note: Any referrals/consult for military members will need to be coordinated through the ANG Medical Group and an appropriate Line of Duty Action (LOD) has been initiated.

Offerors are requested, as part of their proposal, to describe recent experience of how their personnel, as well as their referred providers, are or will be trained to accomplish, or have accomplished the responsibilities outlined in the above paragraph.

Referred counselors/mental health care providers are to be located at remote state locations and are available through reliable communication on a 24/7 basis. As requested, they will perform crisis intervention, telephonic assessment, face to face counseling, follow-up, referrals, treatment and related clinical core technology services. An additional significant function is to provide risk management and telephonic consultation to PHSMEs and if appropriate, other ANG health care personnel.

f. PHSME Care Manager and Follow-Up Role.

This role is expected to be a primary responsibility of the PHSME: The PHSME consults with the other mental health counselors/mental health care providers to assure the clinician is providing excellent clinical care and understands the culture of the ANG, discusses counseling plans and expectations and when appropriate, performs follow-up for members who have received substance abuse treatment or been referred to specialized levels of care.

Follow up with ANG members and mental health care providers to assure successful linkage and member satisfaction, researches community resources to determine applicability for ANG members, facilitates for referral processes and quality practices.

In addition, within the ANG, there are special populations associated with various missions that may need PHSME support and or coordination with other mental health resources, both within and outside the Federal system.

i Air National Guard (ANG) Member and Family Psychological Health (PH) Services

PH services will provide a combination of assessment, counseling/problem solving, educational and motivational activities, clinical referral, and follow-up services for any ANG member whose problem(s) may include, but are not limited to TBI and or PTSD sequelae: relationship, family, marital, job stress, chemical dependency, substance abuse, health/medical, parenting, grief, sexuality, eating, gambling, emotional and/or violence issues. Clinical services shall be made available to ANG members in accordance with eligibility policies established by the ANG and related military health care organizations.

The Contractor shall be responsible for providing a specified number of counseling and problem-solving sessions including assessment, to help members and families resolve personal and/or clinical problems. The specified number of sessions may vary among ANG members and may change at times throughout the life of the contract consistent with the needs of ANG member's mental health care needs. At the discretion of the Wing Project Officer, sessions shall be conducted in locations necessary to effectively serve the member, e.g., Government provided offices at or near the Guard member's workplace, contractor-provided offices, referred Counselors' private offices, hospitals, private residences and other locations.

At the discretion of the Wing Project Officer, PHSMEs may be assigned various shifts per ANG rotations to provide workplace, on-site services 24 X 7 when needed to properly serve the state/territory ANG units and wings. Such assignments may be ongoing or temporary depending on need. Additional afterhours services shall be provided when determined by the Wing Project Officer to be needed.

All ANG members are to receive an initial PHSME appointment in a timely fashion regardless of where the member is located. For ANG members returning from deployments, the PHSME will anticipate needed services consistent with expected utilization and possibly "brief" returning members on the details, access

and opportunities of the PH service and follow on capabilities.

Offerors are requested to provide, as part of their proposal, a description of the ANG member's proposed PH services and PHSME locations that will be provided as of the first day of service delivery under this contract. Offerors also are requested to describe their past experience in providing this type of service.

Payment to the referred counselors/mental health providers will be via the individual's ANG member's benefits (VA, TRICARE etc.) or the ANG member's private health insurance program. Note: Any referrals/consult for military members will need to be coordinated through the ANG Medical Group and an appropriate Line of Duty Action (LOD) has been initiated.

Referred Counselor/Mental Health Care Provider responsibilities include:

#### a. Statement of Understanding

The referred counselor/mental health care provider shall, prior to any ANG member or family member receiving services, have the individual sign a Statement of Understanding. Referred counselors/mental health care providers shall advise the individual that a decision to accept assistance is voluntary and that the associated counseling provided by the psychological health services program is free-of-charge and payment to any referred counselors/mental health providers will be via the ANG member's benefits (VA, TRICARE etc.) or the ANG member's private health insurance program. Note: Any referrals/consult for military members will need to be coordinated through the ANG Medical Group and an appropriate Line of Duty Action (LOD) has been initiated.

Until the Statement of Understanding is signed, the ANG member shall not be considered a customer/client. In the event that telephone counseling is provided in lieu of face-to-face counseling, the referred counselor/mental health care provider shall read, or for deaf or hard of hearing review with the use of the TTY, the Statement of Understanding with the customer/client over the phone, document that review, and mail the Statement of Understanding to the client for signature. The member receiving service must sign the Statement of Understanding and mail it back to the referred counselor/mental health care provider in order to continue receiving clinical services.

If a referred member refuses to sign the Statement of Understanding, the assessing counselor/mental health care provider shall document the refusal, state whether or not the person has read the form and provide the person with a referral to an appropriate alternative service. In emergency situations, emergency affiliate counselors shall offer clinical services prior to the signing of the Statement of Understanding. In such situations, affiliate counselors/mental health care providers shall attempt to have the Statement of Understanding signed as soon as possible after the crisis has subsided.

#### b. Initial Assessment

The Contractor shall make every effort to respond to the needs and sensitivities of each customer/client. The PHSME/mental health care provider shall screen, identify, evaluate, and assess individual and family problems.

Bio-psycho-social assessments are to be performed and, in all cases, shall include specific screening for TBI, PTSD, alcohol and/or other drug abuse as well as a history of the use/abuse. PHSMEs, referred counselors/mental health care providers shall establish a preliminary intervention plan for each case involving any mental health disorder and/or alcohol/other drug abuse. Unless prohibited by state law, emergency referred counselors shall document each member's assessment in the member's clinical case record using the current edition of the ICD or DSM-IV.

Unless the member signs a release of information form authorizing disclosure, the referred counselor/mental health care provider may not discuss specific details of the member's assessment and/or intervention with anyone other than the PHSME.

PHSMEs shall advise each member that assessment, intervention, counseling/problem solving, educational and motivational activities, referral if appropriate, and follow-up provided through the psychological health program are free-of-charge to the member, but specialized, outside of the military health care system or a member's private insurance coverage will be the financial responsibility of the ANG member or per emergency intervention via affiliate counselor.

## c. Counseling/Problem Solving

Services include varying numbers of sessions that address the full range of personal problems spanning mental health issues related to the deployment cycle and reintegration: job-related problems, family issues including those related to TBI and PTSD, and various other personal problems. Counselors/mental health care providers shall be knowledgeable of the services and estimated number of sessions before review is warranted. The PHSME shall be responsible for case management.

Referred counselors/mental health care providers shall be knowledgeable about Federal and state laws governing privacy, confidentiality, duty-to-warn, child and elder abuse reporting requirements. Referred counselors/mental health care providers shall, in compliance with the laws governing the specific locale, notify any intended victim(s) as well as local law enforcement officials, and PHSME of any threat of violence made by any client who presents a clear and present danger to self and/or others.

# d. Referral to Community Resources

If during the assessment or counseling/problem solving phase the PHSME or a referred emergency or urgent counselor/mental health care provider concludes

that a member's problem(s) necessitates specialized services or longer-term care, he/she shall have the client sign a release of information form that enables the him/her to discuss the member's case with the appropriate, licensed, qualified professional at a referral resource.

The PHSME and/or referred counselor shall, whenever possible, both ensure that any age, gender and/or ethnic preferences of the client are respected and provide the client with three (3) different referral sources which meet client needs. Counselors shall make every effort to assure that the services are kept within the military health care benefits or a member's financial means, and shall facilitate the member's contacting and utilizing the community resource of choice.

Referred counselors shall in all cases involving substance dependence refer the member to a licensed in- or outpatient resource as well as to a self-help group. Should a member prematurely leave a treatment program, the member's clinical record shall reflect that this has taken place. If the member was referred to the PHS as a result of a positive alcohol and/or other drug test, the member's supervisor/commander shall be advised of the member's termination of treatment.

Referred counselors/mental health care provider may not assign or refer any member to him or herself or to any affiliate or community resource in which the referring counselor and/or the Contractor has a financial or any other interest without prior approval of the Wing Project Officer. Any referral that has the appearance of reflecting a conflict-of-interest shall be pre-approved by the Wing Project Officer in coordination with the Wing Medical Group and shall be included in the member's case record.

"Self referrals" by an emergency affiliate counselor may be acceptable under limited conditions: when self referral is clinically appropriate; when the emergency affiliate counselor offers at least two (2) other referrals outside the affiliate counselor's practice (or any individual, group, or treatment facility where the affiliate counselor has a financial interest) and within the member's insurance plan; and when there is documented "clear choice" in the member's record. All three conditions must be met and will be considered, among other factors, by the Wing Project Officer before pre-approving self-referrals.

#### e. Clinical Case Management

The clinical record will contain documentation regarding the assessment, intervention plan, ongoing progress, and related case management activities. The emergency affiliate counselor/mental health care provider shall assess member needs for: direct care, assist in defining and guiding the intervention process, work with collateral agents as necessary (e.g., PHSME, supervisor/commander, family members, etc.), follow-up with the member and collateral agents, and assist the member via PHSME to coordinate with the Guard member's supervisor/commander with duty re-entry.

The Contractor shall develop and apply a protocol for high quality direct services

by referred emergency affiliate counselors, and for PHSME case management of sensitive or high profile cases, risk of harm cases, formal referrals, and substance abuse cases. An initial outline of the protocol is to be submitted as part of the offeror's proposal and the completed protocol is to be submitted to the Wing Project Officer within 30 days after contract award.

Inpatient and outpatient monitoring will include the following:

- (1) Conducting personal, telephone, and/or written contacts with the member and therapeutic agency to monitor progress on a scheduled basis as clinically appropriate.
- (2) Urging the member and/or therapeutic agency to develop an aftercare/continuing care plan.
- (3) When appropriate, being available to provide a back-to-work meeting with the member and appropriate management representative(s) to ease the member's return to work transition after an absence due to treatment participation.
- f. PHSME, Emergency Referred Counselor/Mental Health Care Provider Follow-up

Within two (2) weeks of assigning any member to an emergency referred counselor or referring any client to a community resource, the PHSME, or referred counselor/mental health care provider shall contact the member to assess both clinical progress and client satisfaction. If acceptable to the client, and if a signed release of information is obtained, referred counselors will be encouraged to follow-up with the PHSME on case status as well. All follow-up activity shall be documented as well as in the appropriate standard management information system.

- (1) In non-chemical dependency cases and cases that do not involve threats of or actual violence or child or elder abuse/neglect the client shall be followed-up for up to three (3) months. If at the time of follow-up, the client is stable, functioning at a satisfactory level and no longer interested in receiving clinical services, the affiliate counselor's follow-up and findings shall be documented and the case shall be closed with the option made available for the client to reapply for additional services at a later date. If the follow-up activity reveals instability, TBI or PTSD related additional needs or indicators of relapse/risk, the case shall be reevaluated and an appropriate action plan developed, documented and implemented. However, if the client is non-compliant with recommendations or wishes to have his/her case closed, the affiliate counselor will discharge the client from the PHSME referral and close the case.
- (2) In cases involving substance abuse or chemical dependency, clients shall be followed-up for one (1) year by the PHSME. If the client is non-compliant with recommendations, or wishes to have his/her case closed, the referred emergency counselor/mental health care provider shall notify the PHSME, proper authorities/officials as necessary, discharge the client from the PH service, and close the case. Note: For ANG members involved in substance

abuse or chemical dependency, PHSMEs should consult with the Wing JA as necessary.

(3) In cases where the client is subject to an employer related Last Chance Agreement or other settlement agreement, clients shall be followed-up for the length of the agreement. If the client is non-compliant with recommendations, the emergency referred counselor/mental health care provider will notify the PHSME, proper authorities/officials as allowed by confidentiality and privacy regulations, discharge the client from the PH service, and then close the case.

# g. Air National Guard Member Satisfaction Survey

The Contractor shall distribute a "Client Satisfaction Survey" to all ANG members who use the PHS. At a consistent point of the PHS counseling/problem solving process, the Contractor shall mail or provide a postage paid client satisfaction survey to each member utilizing the program. The survey shall be returned to a contract administrator for follow-up, tabulation, and statistical reporting.

When the PHSME receives a negative client satisfaction survey, the Wing Project Officer shall be notified and the PHSME will be required to follow-up, take corrective actions as appropriate, and verbally report results back to the Contractor ANG COTR. ANG may require additional written response in certain situations.

Offerors are requested to provide, as part of their proposal, a copy of the Satisfaction Survey currently used by the Contractor and a sample survey proposed for use under this contract within 30 days of contract award. The ANG COTR reserves the right to approve the Client Satisfaction Survey to be used, and to require that clients return surveys to the Contractor for follow-up, tabulation, and reporting of information at the discretion of the ANG COTR.

# h. ANG Management and Commander consultation

PHSMEs will provide consultation to Wing senior management, on dealing with ANG members experiencing psychological health conditions that may include signs and symptoms of TBI and PTSD. Included in the consultation is how to refer them to the PHS as well as offering specialized training upon request.

#### i. Private practice restriction

Unless approved in advance by the Wing Project Officer or ANG COTR, PHSMEs may not accept as private clients any person or family member of a person who contacts the PHS through the PHSME.

#### j. Affiliate Network (for Emergency Clinical Services)

All affiliate counselors/mental health care providers (affiliates) shall meet the professional qualifications established in this Statement of Work.. Throughout the life of this contract, the Contractor shall maintain a large network of

geographically dispersed affiliate counselors including sufficient numbers of counselors familiar with the clinical sequelae associated with TBI and PTSD, Substance Abuse Professional's (SAP) and Certified Alcohol and Other Drug Abuse Counselors (CADC) to promptly respond to all requests for service. Wing Project Officer guidance on assignment of ANG members with substance abuse problems to SAPs, CADCs and equivalent counselors shall be followed. The government reserves the right and assumes no risk in restricting any affiliate from providing services to ANG members and their eligible family members.

Offerors are requested to provide, as part of their proposal, the current number of Contractor's affiliate counselors who are qualified according to the criteria of this solicitation and available to provide services under this contract, an overview of the geographic distribution of these affiliates, and the number who are CADCs, SAPs, TBI and/or PTSD trained. Offerors also are requested to describe as part of their proposal, how they meet the accessibility requirements of having affiliate counselors available within a 30 mile radius or one hour drive of any location in the country except in Alaska, and to describe the accessibility of affiliate counselors in Alaska and in all other locations (U.S. Territories) outside the 50 States.

Offerors in the competitive range may be asked to provide a complete list of affiliate counselors.

The Contractor shall provide an orientation about ANG psychological health services (PHS) to new affiliates. Affiliates may not provide services until they have received the orientation, which may be accomplished by telephone, on-line, webinar or written communications.

Contracts with Affiliates shall address the following areas:

#### a. Affiliate Organizations

Affiliate organizations shall identify by names and qualifications the specific counselors who would be assigned to work with this contract.

## b. Supervision

The Contractor shall include in its standard contract the provision that all affiliate counselors assigned to work with the ANG members will participate in clinical supervision/consultation as needed and will comply with the Contractor case management protocol. As a Quality Assurance measure, ANG retains the right to review cases assigned to affiliates.

#### c. Hours of Operation

The Contractor shall establish policies, protocols, and procedures to ensure that Affiliates are aware of ANG expectations and are available to respond to ANG members and family members assigned to them during hours convenient for them.

#### d. Locations

The Contractor shall ensure that Affiliate offices are secure, smoke free environments and that an adequate number of Affiliates are able to provide services to physically-challenged, hearing impaired and/or visually impaired clients.

# e. Process for Reporting Client Progress

The Contractor shall ensure that Affiliate Counselors provide feedback about member/client progress after completion of three sessions to determine the appropriate course of the case. The Contractor also is to ensure that Affiliates understand that the Contractor is available for consultation whenever requested by the Affiliate.

# f. Affiliate Billing and Payment

The Contractor shall have a plan in place that ensures information and education on how to submit billing statements to the respective Government or private insurance payer. Payment to the affiliate counselors/mental health providers will be via the ANG member's benefits (VA, TRICARE etc.) or the ANG member's private health insurance program. Note: Any referrals/consult for military members will need to be coordinated through the ANG Medical Group and an appropriate Line of Duty Action (LOD) has been initiated.

## g. Professional Liability Insurance

The Contractor shall require and verify that each affiliate counselor has and maintains professional liability insurance of a minimum of \$1,000,000 per occurrence and aggregate.

# k. PHSME Account Management

The Contractor shall facilitate the fine-tuning of PHS services to the specific needs of the Air National Guard. To accomplish this, the contractor must provide the state DPH, PHSME and local affiliate counselors, who function as health care resources, an understanding of operational problems from a civilian airman behavioral health perspective; an understanding and functional expectations within a complex environment to successfully maintain the program's neutrality, confidence, and trust; partner with ANG to understand the interface between behavioral health and operational efficiency to support and promote operational readiness.

PHSMEs must effectively work with local NGB Joint teams on program promotion, and work collegially with management and other organizational components to improve operations and the workplace environment for ANG members. Upon request by the Wing Project Officer through the ANG COTR,

the Contractor shall provide enhanced consultative services as needed to address various workplace issues affecting ANG member performance, e.g., coaching, workplace climate assessment, intervention planning, career development, outplacement, transition and change planning and implementation.

#### a. Account Management Plans

- (1) Annually, on a phased scheduled basis acceptable to the ANG COTR, the Contractor shall develop and submit, via electronic mail to the ANG COTR, an account management plan to properly serve each ANG Wing in its U.S. State/Territory. This plan shall address contacts with Wing Project manager/Commander and include plans for PHS awareness campaigns, supervisor/team leader training, member orientations, health promotional activities, and plans for aligning the PHS and its resources to assist the ANG and its members in meeting specific challenges and to achieve their common goals. In addition, at the discretion of the Wing Project Officer through the ANG COTR, the Contractor may develop needs assessments and action plans.
- (2)The Contractor shall consider issues and challenges presented by the ANG such as, utilization trends, organizational themes arising from local levels, and the profile of each State and Territory when planning organizational services. Profiles may include demographic information about the number of members, age, ethnicity, and gender distribution of the covered member population; health and mental health coverage; rates of absenteeism, tardiness, turnover and accidental injury; as well as, grievances and health insurance claims.

#### b. "Customer" Meetings

(1)The Contractor shall, at the request and approval by the ANG COTR, coordinate and/or participate in, or conduct individual State/Territory meetings if requested. The Contractor may be required to assist with establishing the location of these meetings and notifying ANG management of the meetings. The Contractor shall immediately following a meeting alert the ANG COTR to significant matters and submit minutes of meetings to the ANG COTR within fifteen (15) days after the meeting was held. At the ANG COTR request, the Contractor may be required to distribute minutes.

The Contractor shall maintain collaborative relationships with NGB, State and territory JFHQs and remain cognizant of their mission statements and objectives.

- (2)The Contractor shall arrange for meetings with key Wing personnel from ANG States/Territories when members of the contractor's staff are traveling to conduct business (e.g., travel to PHSME offices).
- (3) The Contractor shall consult with ANG management to provide quidance and consultation in areas such as mental health concerns.

mental health wellness, client confidentiality requirements as they relate to supervisors/Commanders, effective methods of managing members who have behavioral and/or job performance problems, and the process for facilitating optimal referrals to the PHS.

- (4) The Contractor shall determine actual or proposed ANG changes or events that could adversely affect the productivity or emotional well-being of members. In consultation with Commanders, the Contractor shall determine whether these issues fall within the PHS/PHSME's role and expertise and, if requested by the ANG is to provide additional assistance to help resolve specific situations involving organizational problems. The Contractor shall keep the ANG COTR apprised of these issues and, if outside the scope of the PHS, e.g., specialized organizational development services, refer requests to the Project Officer.
- (5)The Contractor shall establish formal and informal training that encourages referrals to the PHSME.

# I. Critical Incident Events (CIE)

The Contractor shall, within fifteen (15) days after award of the contract, submit via electronic mail to the ANG COTR for approval, written protocols and procedures for Critical Incident Events. The Contractor shall ensure that it has a cadre of trained professionals located throughout each respective state/territory for response. At the request of the ANG COTR, these professionals shall be utilized to provide CIE services. The following program elements shall be included in the CIE protocols and procedures.

#### a. Consultation and Customer Service

The Contractor shall provide consultative services to the ANG management. This consultation shall include the role of the PHSME in providing outreach to those indirectly affected as well as those directly affected by the incident. The Contractor shall be sensitive to the expressed needs of the ANG and shall maintain a customer focus at all times. The Contractor shall work to ensure that the ANG's needs are satisfied.

# b. Critical Incident Stress Intervention (CISI)

The Contractor shall ensure a rapid response to critical incidents. Affiliate counselors shall be available to provide face-to-face individual and/or group support to those who have experienced threats or actual acts of violence either at the workplace or at any other location; threats or actual acts of suicide or homicide; episodes which severely impact on the worksite such as natural or man-made disasters, death, severe injury or traumatic experience by members of a work group; or any other situation which might have psychological, legal and/or media impact on the ANG. In each case, a verbal critical incident report shall be provided to the Project Officer or his/her designee. The Contractor shall notify the Project Officer of requests for CISI to ensure that ANG is knowledgeable and can work effectively in a leadership role with the

corresponding state/territory Commander.

#### c. Crisis Intervention Team

The Wing Project Officer shall retain the right to assign the PHSME to serve on the State Crisis Intervention Team when activated by the State.

# d. Critical Incident Reports

Within twenty-four (24) hours of any critical incident, the Wing Project Officer should notify the ANG COTR or other designated official at NGB. The ANG COTR or designee may require additional written information and/or ad hoc written reports about the critical incident and response.

Each PHSME shall review, comment on, consult with the Contractor's legal counsel when appropriate, and make suggestions regarding corrective actions to the handling of Critical Incident. PHSME comments and suggested corrective follow-up shall be received by the Wing Project Officer and ANG COTR within seventy-two (72) hours after the occurrence of any critical incident.

# m. Management/Commander Awareness and ANG Member Orientation, and Briefing

The offeror must list in their proposal, all proposed training (including orientation, and briefing) programs and materials, including slides, handouts, protocols and curricula, that are owned by the offeror, or otherwise available for use by the offeror, that are offered to the Air National Guard (ANG) for use during the life of the contract. These include training programs and materials for on-site presentation as well as for distance learning. ANG will have use of these training programs and materials during the life of the contract, but not after end of the contract unless specifically authorized by the contractor to use them after end of the contract.

If the contractor makes new or additional contractor-owned training programs or materials, including protocols and curricula, available to the ANG for use during the contract that were not included in the list provided as part of their proposal, the ANG will have access to their use during the life of the contract, but not after end of the contract unless specifically authorized by the contractor to use them after end of the contract.

The ANG also has training programs and materials available and at the discretion of the ANG COTR may require their use by the Contractor in place of or in addition to what is provided by the Contractor.

The contractor shall work collaboratively with ANG to develop new training programs and materials, including protocols and curricula to effectively meet member needs. ANG will have sole ownership and ongoing use of training programs and materials if staff time or other development costs are

funded from this contract.

The ANG COTR will specify the Government names and logos to appear on all material used under this contract. Under only very rare circumstances and with the approval of the ANG COTR may the Contractor's corporate name appear on any of the material.

The Contractor shall, within 30 days of contract award, submit via electronic mail to the NGB/SG COR for approval, an annual written promotion plan to assure that the ANG is contacted and arrangements are made for Commander awareness, member orientations and briefings.

The Contractor, through the PHSME, shall establish annual training plans for each Wing. This training plan shall take into account the changing member needs of the ANG wing and shall enhance and build upon previous years of mental health promotion. The plan shall include new and stimulating efforts to promote the PHS. The Contractor, PHSMEs and ANG liaisons at the local level shall work together to schedule the trainings/orientations/briefings at mutually agreeable times. PHSMEs and ANG liaisons shall be responsible for completing necessary preliminary administrative functions and the Contractor, through the PHSME, shall be responsible for implementing Commander awareness, ANG member orientation and briefing programs.

The goal of these programs shall be to educate supervisors, members, managers and other staff and thereby encourage confidence, trust and maximal use of PHS services. The Contractor, through the PHSME, and in conjunction with NGB/SG leadership shall fine-tune these programs so that they most effectively address the unique needs of the state and territory ANG units and wings.

Within thirty (30) days of contract award, the Contractor shall provide the NGB COTR with a sample training evaluation survey. The Project Officer approved evaluation survey will be disseminated by the contractor to each training participant. Quarterly, fifteen (15) days after the period being reported, the Contractor shall submit via electronic mail to the ANG COTR, a qualitative and quantitative report on all training conducted.

a. Consultation, Training and Briefing for Commanders/Managers

The Wing DPH shall offer awareness training and briefings to all Wing organizations during the base year of the contract. The Wing DPH shall conduct trainings and briefings within twenty (20) working days after receiving a request from a Commander, manager or organizational representative. Training shall be conducted in groups acceptable to the Wing leadership and generally shall be approximately at a length of time acceptable to Wing leadership. At sites that have multiple work shifts, the PHSME shall provide training during each of the tours-of-duty, as requested.

Quarterly, the Wing DPH shall provide training and/or briefings for newly appointed or newly hired Commanders, managers, or other officials.

Within thirty (30) days of contract award, the Wing DPH shall provide to the ANG COTR for approval training modules for the Awareness Training and Briefing. These training modules shall be specifically designed for the ANG PHS. The ANG has existing training and materials and may require the Contractor to use them instead of or in addition to what training they provide.

Annually, the PHSME shall offer to conduct advanced training for Commanders or their representatives to build upon training previously received. The PHSME shall work with the ANG COTR to plan content, and scheduling of training to meet the ANG needs.

#### b. ANG Member Orientation

Upon request, the Contractor shall offer ANG member orientations of the PHSME role and responsibilities, as well as available support and services to all ANG members and personnel in states/territories with special effort in the base contract year. The Contractor shall conduct orientations in collaboration with other NGB Joint orientations. At sites that have multiple work shifts, the Contractor, via PHSME, shall provide the orientations during each of the tours of duty or reintegration event.

Within thirty (30) days of contract award, the Contractor shall provide through the NGB COTR for approval a module for the ANG member Orientation. This orientation module shall be specifically designed for the ANG. The state/territory ANG may have an existing orientation module(s) and/or materials available and may require the Contractor to augment these instead of or add additional information/materials to what they provide.

Annually, the Contractor shall offer to conduct advanced orientations or specialized briefings for members to build upon orientations previously received. The Contractor shall work with the PHSME and NGB/SG COTR to plan content, and scheduling of orientations to meet ANG needs, consistent with guidance from the NGB/SG Office.

#### n. Behavioral Health and Wellness Promotion

If requested, the offeror must list in their proposal all behavioral health and wellness promotional resources and materials including slides, handouts, protocols and curricula that are offered to the ANG for use during the life of the contract. These include programs and materials for on-site presentation as well as for distance learning. ANG, through the PHSME, will have use of these educational and promotional programs and materials during the life of the contract, but not after end of the contract unless specifically authorized by the contractor to use them after end of the contract. Within 30 days of award, the Contractor through the ANG COTR will submit behavioral health curricula for approval.

If the contractor makes additional contractor owned educational and promotional

programs or materials, including protocols and curricula, available to the ANG for use during the contract that were not included in the list provided as part of their proposal, ANG will have access to their use during the life of the contract, but not after end of the contract unless specifically authorized by the contractor to use them after end of the contract.

If requested, the contractor shall work collaboratively with the PHSME and the ANG to develop new oral and written health and wellness educational and promotional programs and materials, including protocols and curricula to effectively meet customer needs. The ANG will have sole ownership and ongoing use of these training programs and materials if ANG time or other development costs are funded from this contract.

The ANG COR will specify the Government names and logos to appear on all material used under this contract. Under only very rare circumstances and with the approval of the ANG COR may the Contractor's corporate name appear on any of the material.

1. Behavioral Health and Wellness Promotional Presentations

The PHSME shall also be responsible for providing other presentations as requested by the NGB/SG Office.

The Wing DPH shall work with the ANG COTR and State DPH to plan content, and scheduling of behavioral health and wellness presentations and other promotional activities to meet ANG needs. Each contract year, ANG and the Contractor shall survey the ANG Wings to determine behavioral health and wellness educational and promotional needs. Based on this survey information, the Contractor shall be provided new topics for behavioral health and wellness promotion. The Contractor shall develop programs on these topics, submit drafts for NGB/SG approval, and be prepared to deliver the programs no later than two (2) months after receiving notification of any new topic from the NGB. The Contractor shall also provide other existing behavioral health and wellness promotional presentations as requested by NGB/SG

Within thirty (30) days of contract award the Contractor shall submit, to the NGB/SG office for approval, both a comprehensive plan for behavioral health and wellness promotional presentations and an evaluation form to be completed by participants at the end of each presentation.

- Contingent on workload, PHSMEs and/or affiliate counselors shall provide unlimited presentations. Presentations shall be conducted as requested by the Wing Project Officer or ANG COTR.
- (2) When the Wing requests behavioral health and wellness promotional presentations, the PHSME shall contact other units and wings in the same locale, notify them of the presentations and recommend their participation.
- (3) For established and approved training modules, the Wing DPH shall,

within fourteen (14) business days after receiving a request from the Wing or ANG COTR conduct the requested presentation. Handout material on both the topic of the program and the ANG PHS shall be provided at each presentation. The Wing DPH shall distribute, evaluation surveys approved by the Wing Project Officer to each participant at the end of each presentation. The Wing DPH shall track attendance and report of survey metrics to be routed to the ANG COTR upon request.

(4) The Contractor shall offer a Behavioral Health and Wellness Promotion guide that provides a short description of each presentation topic to ANG liaisons and organizational representatives, as requested.

# b. Design

- (1) The Contractor shall design all health and wellness promotional presentations to be presented in 30 minute, one (1) to two (2) hour modules, and can be adapted for presentation in periods as needed by the ANG Wing. At the request of the Wing Project Officer, through the ANG COTR shall provide presentations exceeding one (1) to two (2) hours.
- (2) Presentations and other forms of behavioral health and wellness education and promotion are to be designed for delivery through various means of distance learning (Webinar/CD DVD etc.) to meet member needs as approved by the ANG COTR.
- (3) The Contractor shall provide promotional materials via web-based electronic transmission to ANG members, whenever that is acceptable to the ANG.
- (4) The Contractor shall refer requests for services outside of the routine behavioral health and wellness presentations by the NGB/SG Office through the ANG COTR
- (5) The Contractor shall create a one or two page summary, with graphics, of each presentation for handout suitable for distribution to members who could not attend the presentation. The design is to be compatible with access electronically or via the Internet.

### c. Optional Alternate Methods

- (1) The Contractor shall participate in presentations via satellite broadcast for the ANG, ANG states/territories with satellite broadcast capabilities, or via other means of distance learning when requested by the NGB/SG Office through the ANG COTR
- (2) The Contractor shall conduct video teleconferencing with remote locations on all presentation topics when requested by the NGB/SG Office through the ANG COTR

- (3) The Contractor shall deliver other types of promotional activities at the request of the Project Officer.
- (4) The Contractor shall ensure that all services are maintained in a private/secure manner and adhere to confidentiality requirements.

# **DELIVERABLES**

	Deliverables	Due Date	Section Reference
1.	Prepare and submit to NGB/SG request for OMB clearance of client satisfaction surveys- <b>if necessary</b> .	When requested by NGB/SG	2
2.	Contractor shall fully and promptly comply with requests by NGB/SG to obtain security clearance for personnel working under this contract	Submit application for security clearance within one week of each request	2
3.	Submit to NGB/SG a review of PHSME placement and recommendations for staffing	Annually, beginning no later than 11 months after contract award	2
4.	Submit to NGB/SG for approval written protocols and procedures to ensure availability of PHSME and Affiliate Counselor supervision and psychiatric consultation	Within thirty (30) days after award of the contract	2
5.	Submit to NGB/SG for approval written protocols and procedures to ensure availability of all during business hours	Within thirty (30) days after award of the contract	2
6.	Submit to NGB/SG for approval written protocols and procedures defining PHSME/Affiliate Counselor duties in responding to after-hours and emergency calls	Within thirty (30) days after award of the contract	2
7.	Notify NGB/SG of backup for when on leave	Two (2) days prior to leave	2
8.	A written voice mail text to be used by each PHSME	5 days of contract award	2
9.	Include in policies and procedures required and accurate communication of messages	Within 30 days after contract award	2

	Deliverables	Due Date	Section Reference
	among PHSMEs and ANG member callers		
10.	Submit to NGB/SG for approval written protocols and procedures for telephone access	Within thirty (30) days after award of the contract	2
11.	Submit to NGB/SG written protocols for telephone case management	Within thirty (30) days after award of the contract	2
12.	Submit to NGB/SG for approval a written voice mail message to be used by PHSMEs	Within five (5) days after award of the contract	2
13.	Submit to NGB/SG a complete listing of all qualified affiliate counselors as well as SAPs with: a. accepting TRICARE payment b. VA system and military culture knowledge	Within thirty (30) days of contract award and quarterly, fifteen (15) days after the period being reported or as requested by NGB/SG	2
14.	Submit to NGB/SG an Affiliate Counselor Usage Report	Quarterly, fifteen (15) days after the period being reported	2
15.	Submit copies of PHSME candidate's resumes etc. to NGB/SG	Upon request by NGB/SG	2
16.	Contractor shall provide a thorough orientation of the ANG to any or Affiliate assigned to the contract	Within ten (10) working days after hire () or prior to providing services to ANG beneficiaries	2
17.	Submit via electronic mail to NGB/SG for approval written protocols and procedures defining each role	Within thirty (30) days after award of the contract	2
18.	Develop protocol for direct services and case management of sensitive or high profile cases and submit to NGB/SG	Within 30 days after contract award	2
19.	Contractor shall provide an orientation of ANG health networks and protocols to new Affiliates	Prior to Affiliates providing services	2
20.	Submit to NGB/SG a sample Client Satisfaction Survey	Within thirty (30) days of contract award	2

	Deliverables	Due Date	Section Reference
21.	Submit to NGB/SG quarterly program utilization reports by PHSME and referred/affiliate counselors	Within fifteen (15) business days of the end of the reporting period	2
22.	Submit to NGB/SG for review and approval Standard Operating Policies and Procedures Manual for the PHSMEs, including telephonic back-up procedures, telephonic counseling, available supervision and psych consultation	Within thirty (30) days after award of the contract	2
23.	Contractor shall distribute Policies and Procedures Manual to include military benefits programs and specific benefits eligibility for ANG	Within fifteen (15) days of approval by NGB/SG	2
24.	Submit to NGB/SG a description of the state specific PHSME account management plan	Within thirty (30) days of award and updated annually	2
25.	Submit to NGB/SG, PHSME and Affiliate Counselor database	Within thirty (30) days after award of the contract, quarterly, within fifteen (15) days after the period being reported, and as requested	2
26.	Submit to NGB/SG for review and approval a reference resource to be used by PHSMEs to facilitate referral of ANG members	Within thirty (30) days after award of the contract	2
27.	Assist with the planning and coordination of "Customer" State ANG Meetings and "significant matters" minutes from those meetings to NGB/SG	As requested by the NGB/SG, minutes due fifteen (15) days after the meeting is held	2
28.	Submit to NGB/SG for approval protocols and procedures for Critical Incident Event response (CIE)	Within fifteen (15) days after award of contract	2
29.	Contractor shall provide on-site crisis intervention teams	Within timeframes specified by NGB/sGfor any special or critical incident	2
30.	Notify NGB/SG of Critical Incident and provide additional written	Notify within twenty-four (24) hours of any special or	2

	Deliverables	Due Date	Section Reference
	information and/or reports	critical incident and provide written information and/or customer reports at request of NGB/SG	
31.	Provide to NGB/SG the ANG Commander's comments and suggested corrective follow-up report for Critical Incidents if applicable.	Within seventy-two (72) hours after the occurrence of any critical or special incident	2
32.	Submit to NGB/SG for approval training modules for the Commander Training	Within thirty (30) days after award of the contract	2
33.	Submit to NGB/SG for approval a training module for the ANG member orientation	Within thirty (30) days after award of the contract	2
34.	Submit to NGB/SG curricula of each behavioral health and wellness training session	Within thirty (30) days after award of contract	2
35.	Submit to NGB/SG a qualitative and quantitative report of behavioral health and wellness training	Quarterly, fifteen (15) days after the period reported	2
36.	Submit to NGB/SG for approval both a plan and sample survey form for comprehensive behavioral health and wellness evaluation form	Within thirty (30) days after award of contract	2
37.	Develop programs and materials for presentation on new behavioral health and wellness presentation topics. Obtain NGB/SG approval of drafts	Be prepared to deliver the presentations two (2) months after notification of topic by ANG	2
38.	Define adjustments to standard status reports that will be necessary	Within 15 days after award	3
39.	Provide customized and executive summary reports	Ad hoc, quarterly or annually at request of NGB/SG	3
40.	Provide Management Reports	Monthly	3

	Deliverables	Due Date	Section Reference
41.	Provide Management Reports for specific state/territory	Upon Request by NGB/SG	3
42.	Provide reports for each state/territory	Within 3 weeks after end of each fiscal quarter	3
43.	Send reports to state PHSME by email or by mailing hard copies	Within 3 weeks after end of each fiscal quarter as elected by NGB/SG	3
44.	Additions to or removal of data fields	Upon Request by NGB/SG	3
45.	Provide paper invoice and detail electronic file	Monthly	3
46.	Data exchanges use standardized transfer format protocol via secure data link per Security requirements	Negotiated routine and scheduled basis	3
47.	Perform electronic transfer to ANG of case and status data	Six working days after end of each month	3
48.	Provide ANG with complete and total backup of data from the	Upon termination of contract or on special request	3
49.	Provide ad hoc reports	Intermittently within 3 working days after request by NGB/SG	3
50.	Replace personal computer systems and commercial hardware per established level of effort	As needed	3
51.	Contractor shall promptly and fully participate in in-depth study of security of contactor's records system	Upon request by NGB/SG	3
52.	Submit written plan to NGB/SG for approval	Annually, (60) days before end of the contract year	3
53.	Develop mutually agreeable Interconnection Memorandum of Understanding	Within 30 days of contract award	3
54.	Provide a mutually acceptable Interconnection Security Agreement	Within 60 days of contract award	3
55.	Provide security status report	Quarterly	3

	Deliverables	Due Date	Section Reference
56.	Contractor shall design a	Submit to NGB/SG within	3
	promotional campaign and update it annually	60 days after contract award and update annually thereafter	
57.	Submit a sample bulletin to Project Officer for review	Within thirty (30) days after award of the contract	3
58.	Submit to NGB/SG for review and approval a written CQI Program Plan	Within thirty (30) days of contract award	3
59.	Submit to NGB/SG CQI Work Plan	Annually, within thirty (30) days of the beginning of the fiscal year	3
60.	Submit to NGB/SG Quarterly CQI Reports	Quarterly, within fifteen (15) days after the period being reported	3
61.	Submit a report detailing corresponding counselor activity deliverable activity, invoices, charges etc.	Monthly, with voucher	3
62.	Submit to NGB/SG Annual Work Plan Evaluation	Annually, within thirty (30) days of the end of the fiscal year	3
63.	Contractor shall submit written response to ANG on-site reviews and plan and implement corrective action plan	Within fifteen (15) days of the on-site review	3

# **OBSERVANCE OF FEDERAL HOLIDAYS**

# Government holidays are -

1.	New Year's Day	January 1 <sup>st</sup>
2.	Martin Luther King's Birthday	Third Monday in Jan.
3.	President's Day	Third Monday in Feb.
4.	Memorial Day	Last Monday in May
5.	Independence Day	July 4th
6.	Labor Day	First Monday in Sept.
7.	Columbus Day	Second Monday in Oct.
8.	Veteran's Day	November 11
9.	Thanksgiving Day	Fourth Thursday in Nov.
10.	Christmas Day	December 25

#### **DELIVERABLE SCHEDULE**

The Contractor shall prepare and deliver the following items in the quantities specified to the Project Officer. This individual will be identified upon contract award.

Any deliverable or products produced under this contract will be accepted or rejected in writing by the Project Officer. To complete this contract, the Contractor must furnish the deliverables specified below:

#### **SECTION III:**

#### A. SECURITY AND RECORDS MANAGEMENT

System of Records and Management Information System ()

# a. System of Records

Confidentiality and privacy are primary underlying tenets of the ANG psychological health services and it will be the Contractor's responsibility to ensure that all client information remains confidential, private, and secure. Identification numbers shall be assigned to each client's case. The Contractor shall maintain a list of case numbers and corresponding member names electronically or in a locked file in a location separate from member's case files. All member names and case numbers, irrespective of whether the cases are open or closed, shall be kept on the lists. Member names and case numbers of files that have been destroyed shall not appear on the lists of active and closed cases in the files, but shall continue to be maintained on a separate list.

The Contractor shall utilize a record system that is in compliance with the laws and regulations governing mental health, alcohol and other drug abuse prevention, treatment and rehabilitation, the Privacy Act of 1974 and other applicable laws, regulations and guidelines governing confidentiality of counseling/problem solving records. The Contractor shall be subject to the penalties imposed by such laws for disclosure of any information without the member's prior knowledge and specific written consent. All records, whether computerized or hard copy, shall throughout the performance of the contract and after the completion of the contract remain the property of ANG and shall be surrendered to the Project Officer when requested. Case records shall be kept and destroyed in accordance with DoD standards. Only the Project Officer or the Project Officer's designee may destroy records.

The Contractor shall adhere to requirements of DoD, ANG and the Contractor's Management Information System () security plan including security guidelines for electronic files. To help ensure the confidentiality and security of all hard copy and records, each PHSME office shall have a working door lock and filing cabinets with bar locks. When there are problems with the locks or when it is

impossible to install bar locks without destroying furniture, the Contractor shall notify the Wing Medical Group representative for repair or replacement.

All client records maintained by the Contractor, including, but not limited to, any documents referring the member to the PHS, identifying member information and/or ongoing progress notes shall be kept in the locked file cabinet(s) at all times except when the PHSME is working on the case/record/file.

Each Wing Project Officer shall be responsible for following **DoD approved protocols and procedures to assure a secure chain-of-custody** system for any record that is removed from an office. The PHSME shall document the approval to remove any clinical record and/or other confidential information in accordance with the approved protocol. The Project Officer shall be advised prior to the removal of any record, or any part of a record, and shall be advised again when the record is returned.

In the absence of a PHSME, the Contractor shall have knowledge of and access to keys/codes to gain admittance to secure materials.

a. Management Information System () (Portions are Optional for award)

The ANG is currently investigating a comprehensive multi-layered tracking and data collection system for many ANG personnel functions. The ANG may/may not elect to utilize the total capability of Contractor's comprehensive MIS system, but expects the offeror to provide and manage hardware necessary to accomplish and effectively communicate as well as track activity of the PHSME program. The ANG expects any data collected in the provision of this contract will have the ability to be transferred and/or to collaborate in partnership with other ANG /IT contractors, within the bounds of privacy and confidentiality laws and regulations. However, the Government does expect each offeror to propose as part of this solicitation, its MIS capabilities and plan for tracking PHSME services.

Offerors are to propose use of their MIS and describe in their proposal how their MIS will effectively support the full range of services needed under this contract. Offerors are to provide a breakout of MIS costs as part of their business proposal. The Government reserves the right to require use of a DoD system or a combination of DoD and Offeror's MIS.

Offerors are to create and adhere to an established disaster recovery plan that provides for prompt telecommunication and MIS coverage, enabling access by personnel, preferably from an alternate location when failure occurs at a primary site. The Offeror shall describe their disaster recovery system in their proposal including how promptly it restores functionality and a backup plan for how and who will assume responsibility within the system should a transfer of operations occurs due to any interruption of service.

The Contractor is to provide cost-effective and prompt initial and timely refresher

training to ensure competent and efficient utilization of the MIS.

Offerors must describe, as part of their proposal:

- (1) The data to be collected, reports to be generated, and the functionality, security, and efficiency of MIS services offered for use as of the effective date of service delivery under the contract. In so doing the offeror is to address this from the perspective of the PHSMEs, database management and report generation staff and any others with significant roles using the MIS.
- (2) The Offeror will describe their schedule of MIS downtime, actual downtime over the past 12 months, and proposal to minimize MIS downtime since some work shifts will result in 24X7 operations.

Additionally, the contractor may propose enhancements, alternative features, or other means of fully and effectively providing services to support this contract.

As part of their proposal, Offerors are requested to:

- (1) Describe the computer platform and operating system to be used and the method of connectivity between the computers of the PHSMEs located away from the contractor's central database.
- (2) Describe the frequency with which data is aggregated and made available to the PHSMEs if access to the central database of ANG and member clinical and service request information is not real time.
- c. Data Management Requirements

Offerors are expected to use an automated data processing system to support record management and reporting needs. The Contractor shall be responsible for all costs to implement and maintain the system that is used by the contractor and PHSME staff. The Contractor shall be responsible for the following high-level data management tasks:

- (1) Collection of all data managed under this contract (data is more thoroughly defined below).
- (2) Provide personal computing resources (and support of these resources) necessary for the service providers and staff to report and manage the information associated with this contract and the casework associated with the contract.
- (3) Routine development and delivery of status reports
- (4) Routine electronic transfer of detailed data
- (5) Provide provisions for special reporting and data exchange needs

The system or systems used by the contractor must be managed in a way that they will meet security and record management guidelines and standards that are defined within this contract. The following sections provide additional

information on the data that needs to be managed and exchanged, the manner in which it will be exchanged, Automated Information System security guidelines that must be adhered to, and the responsibilities that each party will have with respect to implementation and support of the systems.

#### d. Definition of Managed Data:

All case files for each employee and/or family member who uses the PHS shall be kept in accordance with the confidentiality requirements as implemented by DoD Regulations, 42 CFR Part 2, and in full compliance with the requirements of the Privacy Act, 5 U.S.C. 552 a.

While the contractor may choose to manage any data they deem necessary to manage operations and perform the work set out under this contract, the following data is considered to be a minimum baseline of the information that the Contractor shall be required to manage and exchange with the ANG. The offeror will be responsible for collection and management of all case management, counselor activity, and business management data required to create operational and business reports for the ANG. This data will be maintained within the Contractor's MIS. For the purpose of this solicitation, data has been defined as sets of data that are collected and managed through the process of providing the following services.

#### (1) Initial Contact, Assessment & Referrals

Beginning with the first member contact the Contractor shall maintain a record of contacts with and/or on behalf of each member with the most recent information kept at the front of the record. Notes shall contain as little identifying information as possible and each PHSME shall be responsible for ensuring that every record is both legible and orderly. Every action taken by the PHSME in management of the case shall be documented. The subjective, objective, assessment and plan (SOAP) or another similarly structured method of documentation shall be used to record on-going progress notes. As a matter of policy, all hard copy files of cases assessed as involving a risk of violence to self and/or others shall be marked in red, and electronic files of such cases are to be flagged for easy identification.

- (2) All PHSMEs cases and cases referred to emergency affiliate counselors by the PHSME or other location shall be maintained in the same manner as assessments, whether such cases are self initiated or referred by management. Every action taken upon initial contact as well as those by assigned counselors shall be documented in accordance with SOAP or similarly structured methods of documentation.
- (3) Data sets managed as part of this process will include:

- (a) Member Demographics: This is information that identifies and describes the member. This will include his/her name, personal information, contact information, Case Number (Case ID), employment information, and in the case of family member and respective identification information.
- (b) PHSME and referred/affiliate counselor identification: Information that identifies the staff/PHSME or referred/affiliate counselor or caseworker that is associated with the case. In the case of referrals, this will include the identification of the initial contact, the assigned counselor, and any other counselors associated with the case via the referral.
- (c) Case Definition: Each initial encounter will initiate a new entry. Case Definition information includes at a minimum the case number, first contact date, time, and site coded location when appropriate.
- (d) State/Territory/Location case ID: The ID is the ANG state or territory for which the work is being performed. Service information provided under this contract will be provided to ANG managers from a number of different locations or regions. Each event or recipient of services must be correctly associated with a case ID to ensure that services are tracked and billed properly, and that reports are accurate for the population covered under a particular site location. The Offeror will be responsible for tracking the case identification for each service that is performed.

# (4) Case Management

Unless the family member is the ANG member, information about family members who use the PHS shall be maintained in the member's file. Records shall contain pertinent information about every contact between the member and/or family member and the PHS, whether on the phone, in person, by fax or in writing.

Data sets managed as part of this process will include:

(a) Case Data: This will include activity conducted during each visit or session and assignments between sessions as well as identified problem/diagnostic impression information. Case data is covered in two general categories—member demographic information and clinical information.

Clinical information includes: progress notes, case status (open or closed), intervention plan, recommendations, presenting and assessed problem, latest version of the ICD or DSM code (when appropriate and permissible), whether or not the member in the case has been referred for service as the result of any violation, drug or substance abuse, TBI or PTSD activity and member's condition at case closing.

For affiliate counselor cases, progress notes, intervention plans and recommendations do not need to be included in the offeror's electronic case management system.

- (b) Events: The offeror will track information about a wide variety of events. Events that are tracked include:
  - o-Initial contact or consultation
  - o-Any referral
  - o-Each counselor contact or consultation
  - o-Each referral contact or consultation
  - o-Each family member contact or consultation
  - o-Any risk management event or consultation
  - o -Any Critical Incident Event or consultation
  - o-Any administrative contact or consultation
  - o-Any phone contact or consultation
  - o-Each PHSME contact or consultation
  - o-Any training event or consultation
  - o-Others as requested by the Project Officer

For each event, there will be an event code, the date the event started, the date it was complete, the definition of the provider that was involved in the event, and if applicable, the identification of the case under which the event occurred.

Additionally, the following requirements must be met:

- (a) Consultation and information provided to PHSMEs during service contacts that do not immediately result in opening a case shall be entered in the MIS as a consultation occurring or documented immediately and entered by the close of business on the day of the contact;
- (b) PHS demographic and PHS case episode activity shall be documented and entered by the close of business on the day of the contact or session;
- (c) PHS training and health promotional activity shall be documented and entered within two (2) business days of the activity.
- (d) Computer screens used by PHSMEs must be easily navigated, support and facilitate member support as opposed to primarily serving as a means of collecting information.
- (e) The Contractor is to collect and report information on reported work

problems and various outcomes including pre and post deployment, civilian reintegration, and productivity measures.

- (f) The Contractor is to provide a Return On Investment analysis, and include a description or sample as part of the proposal.
- (g) As part of their proposal, Offerors are to describe the proposed case management system and include samples of the screens PHSMEs would use when conducting assessment and entering case data or referral information.

# (5) Standard Status Reporting

On a routine basis, the Contractor shall produce a set of standard reports. Offerors are requested to provide, as part of their proposal, a portfolio of example reports that are currently available from the contractor's data system(s) from which ANG may select to be provided under this contract. Within 15 days of award, the Contractor shall work with ANG and define any adjustments that will be necessary to the reports. Based on this, an agreement will be reached on the format for the standard status reports. Subsequent changes to the reports will be made at the request of the Project Officer. Standard status reports will include ID Reports and Management Reports.

- (a) Management Reports: The Contractor's must maintain management reporting capability and on a scheduled basis provide ANG with monthly Management Reports. These reports are the reports used by PHSMEs to maintain and improve the effectiveness and outcomes of services. When the reports include information on services provided by counselors, the information is to be grouped by each affiliate counselor. When requested by the Project Officer, selected Management Reports will be produced for specific individual states and/or territories.
- (b) ANG case ID Reports: The Contractor shall provide quarterly reports for each state via ID within three weeks after the end of each fiscal quarter. These reports are to be available in both electronic format and hard copy. The Contractor shall, at the election of the Project Officer, send the reports by email or mail hard copies to a particular state or territory via the PHSME.

The Contractor shall provide flexibility that provides for additions to or removal of data fields upon request of the Project Officer.

The Contractor's should have flexibility to permit customization of some ANG state reports. The Contractor shall, at the request of the Project Officer, provide customized reports and executive summary reports on an intermittent, quarterly or annual basis for selected states/territories. The executive summary reports will contain informative graphics and narrative that describes the PHSME and generic case activities.

The Contractor is required to collect and report information of each state and territory as well as a combined national report for the PHSME Utilization Report. This attachment represents the type of data collected and reported for a state or territory. Data required to be collected and reported varies, may be more or less for some states/territories, and may change over time to meet ANG needs.

As part of their proposal, Offerors are requested to:

- (a) Describe routine report content, format, and appearance. Include provisions for tracking and capturing specific and/or unique activity, such as disaster and critical incident response for both a regional and national scale, and for generating reports of this information including brief narrative reports highlighting significant aspects of the services delivered.
- (b) Provide the schedule of steps in the process of generating ad hoc and routine reports from the central database to produce the same report content for all services.
- (6) Web Activity Data Reports- if Web Option is elected

As defined in the contract, the offeror will be responsible for providing and supporting another Joint activity and/or DoD websites that will allow people to access reference and self-help information. The offeror will be responsible for providing routine reports that document the collaboration or usage (number of hits) of the different resources via any link to a primary website.

# e. Key Information

To ensure that it is possible to relate all sets of managed information, the Offeror's data systems must ensure that they track key identification characteristics on all the data sets. Key information includes the following elements:

- (1) Site/location identification
- (2) Case identification
- (3) Encounter identification (when appropriate)
- (4) PHSME or service provider identification

#### f. Data Exchange Requirements

As defined in the contract, the offeror will support the exchange of information via:

- (1) Paper reports
- (2) Exchange of electronic documents
- (3) Exchange of standardized electronic transactions

All data exchanges shall occur on a negotiated routine and scheduled basis utilizing a standardized and agreed to electronic data transfer format protocol.

All data shall be transmitted via a secure data link in accordance with DoD Security requirements.

ANG has elected to develop electronic interfaces in a manner supporting Health Insurance Portability and Accountability Act of 1996 (HIPAA), compliance.

Additional data exchange requirements include:

# (1) Routine Status Reports

As defined in this solicitation, on a routine basis, the offeror will provide a set of standard status reports. These reports will be produced in both paper and electronic format. As required, the paper copies will be mailed to designated points of contact. As required, NGB/SG will be responsible for providing an up to date listing of contacts that will receive reports.

Information covered in these reports will include information from the following data sets that are discussed above:

- (a) Case Definition
- (b) Site Location ID
- (c) Counselor Activity
- (d) Case Status Data

Reports also will be produced and delivered in electronic PDF format. A copy of the set of electronic reports will be delivered to NGB/SG along with a data file that relates the contents of the reports to the filenames that are used for each electronic file. This data file will identify file names, and the meta-data for each of the reports contained in the files.

# (2) Monthly Invoice Detail Reports

As defined in this solicitation, on a monthly basis, the offeror will provide paper copy of the invoice to NGB/SG that summarizes the charges for that billing period to include documentation with corresponding deliverable activity, invoices, charges etc. In addition, the offeror will be responsible for providing electronic transactions that detail the information summarized in the invoice.

#### (4) Complete Data Transition

The Contractor shall maintain all data sets within their data systems. On termination of the contract, and or on special request, the Contractor shall provide the ANG with complete and total access to all information including:

- (a) Member/client Demographics
- (b) Counselor Identification
- (c) Case Definition
- (d) Site/Location ID
- (e) Case Data

- (f) Event Data
- (g) Counselor Activity
- (h) Case Status Data
- (i) Analysis of the Data
- (j) Web Data or Activity
- (k) Invoice and billing information

In the event that there is a need to exercise this option, this information will be provided to the ANG as a backup of the data from the MIS system used by the Offeror in an agreed to format.

# (5) Ad Hoc Reporting

The Project Officer may intermittently require ad hoc reports, e.g., a unique inquiry or analysis of data. The offeror should plan to provide for support of these needs, e.g. by maintaining data mining capability that provides the ANG with means of effectively retrieving selected management or clinical data.

In the event this need arises, the Project Officer or their designated representative will define the needs, and the offeror will be expected to produce the requested report within 3 working days.

It is expected that there will be no more than 2 requests per month, and that the requests will deal with reporting or analysis of data that already exists.

The response to the solicitation should detail how this support will be provided, and what protocol will need to be followed to make such a request.

# B. PERIOD OF PERFORMANCE

The period of performance shall be for a two year ordering period during which task orders of up to 12 months with one 12-month option period may be issued. The Government may exercise options to extend the period of performance in accordance with FAR 52.217-9, upon written notification by the Contracting Officer at least 30 days before task order expiration or within 30 days of funds becoming available.

#### C. PLACE OF PERFORMANCE

The Contractor shall perform the required services at the locations listed in Attachment 1.

# D. GOVERNMENT FURNISHED FACILITIES AND EQUIPMENT/ PROPERTY

\*The Government shall provide safe and secure space and facilities to ensure that all PHSMEs are able to carry out the administrative expectations of this contract within environments that ensure privacy. The physical office space may be either on-site or off-site, depending upon the

availability of Government space and the needs of the ANG members being served.

The equipment at, and facilities of, each professional office shall be provided by the Government in accordance with guidelines and standards of DoD, General Service Administration, Public Building Service 9/66 or other guidelines or standards applicable to the Federal organization for which services are provided. Each office shall be maintained as a professional environment that ensures the safety, privacy and confidentiality of all employees who seek assistance.

The Government shall provide appropriate equipment and furnishings and shall provide necessary space, heating, lighting, ventilation and all utilities including telephone(s), and telephone lines required for safe and efficient operation of the physical facility.

The Government shall authorize the Contractor to use the provided equipment and furnishings as well as additional furnishings and equipment of a similar type if required for program expansion. Any such additional acquisitions shall be requested by the Contractor and shall be approved in writing by the Contracting Officer prior to purchase or rental of such furnishings and/or equipment. At the discretion of the Project Officer, any such furnishings and/or equipment may be withdrawn at any time. The Government shall provide necessary periodic cleaning of floors, windows, furnishings and fixtures necessary to conform to applicable health, safety and sanitary requirements.

Following the prior written approval of the Wing Project Officer, the Contractor may use its own items at no cost or liability to the Government for maintenance, service, repair and/or replacement provided the use of such equipment does not require additional, or result in overloading of existing utility resources. All such equipment shall conform to accepted safety standards.

The Contractor shall assume both the responsibility and liability for loss or damage of equipment and/or facilities provided by the Government if the damage or loss is caused by other than normal operating usage or is attributable to negligence of Contractor employees and/or agents.

Within ten (10) days of the start of the contract and within ten (10) days prior to the expiration of this contract, one (1) representative of each the Government and the Contractor shall conduct an inventory to determine the contents of each PHSME office, if the office is Government property and/or if there is any Government furnished property in the office. All capital and non-capital items shall be listed on Standard Form 565 or on a form authorized by the Wing Project Officer. All inventoried items are to be marked with appropriate labels in accordance with FPM regulations.

ANG retains the right to conduct periodic surveys/inspections of PHSME space occupied by the Contractor.

All Government furnished property shall be subject to Federal Acquisition Regulation (FAR) Clause 52.245-5 entitled Government Property (Cost-Reimbursement, Time-and-Material or Labor-Hour Contracts.

#### CONTRACTOR'S COOPERATION

When required, the Contractor shall cooperate with other ANG contractors and subcontractors to ensure the seamless delivery of high quality services to ANG members.

## GENERAL SUPPLIES, STATIONERY AND FORMS

The Contractor shall be required to use Government approved forms for records, data collection, compliance with the Confidentiality and Privacy Acts and any other uses deemed necessary by the Government. Any form which the Contractor proposes to use shall be pre-approved in writing by the Project Officer. If ANG requests that specific forms or other materials be used, ANG shall provide camera-ready artwork which shall then be produced and distributed by the Contractor.

The Contractor shall be responsible for purchasing and supplying each professional office with all general supplies and Government approved training, promotional materials, and stationery necessary for program operations, in fulfillment of this contract. Specific Government organization logos or other insignia will be provided by the Project Officer. Under no circumstance may the Contractor's corporate name or logo appear on any material used, unless preauthorized by the ANG COTR.

#### PERSONAL COMPUTER AND SUPPORT

The system or systems used by the contractor must be managed in a way that they will meet security and record management guidelines that are defined within this contract.

## (1) Personal Computer Support

Offerors are to propose to supply, support, and maintain the personal computers, related hardware, commercial software, and Internet access needed for performance under this contract. The helpdesk support function must provide timely and effective support to users of the system.

The Government reserves the right; however, to provide and maintain all or some of the personal computer systems including related hardware, commercial software, and internet access for the PHSMEs working at their respective offices and/or "on the road", and/or to provide helpdesk support for all or some of the PHSMEs in use of these personal computer systems if it is in the best interest of the Government. The Government will negotiate this with Offerors in the competitive range if it appears to be in the best interest of

the Government to do so at time of award, or may elect to provide these functions, or may require the Contractor to provide these functions at any time during the life of the contract.

As part of the costs in the business proposal, Offerors are requested to include a breakout of the cost for replacing the personal computer systems including related hardware and commercial software, for maintaining these personal computer systems including internet access, and for helpdesk support for use of these personal computer systems by PHSMEs located in the 54 states and territories as well as one each in the Air and Army Air National Guard Readiness Centers. Offerors are to respond to the level of effort specified for each of these categories in the price tables when preparing their business proposal.

# (2) Web Reporting System Support

The ANG COTR may require in the future that the Contractor post site location ID reports on a Contractor provided website and provide states and territories with limited access only to their individual reports.

At the election of the ANG COTR, the ANG will post electronic copies of such reports on a coordinated DoD website.

# - Data Management Security Requirements

The Contractor shall be required when requested by the ANG COTR, to promptly and fully participate in an in-depth study of the security of the Contractor's records system and Management Information System. Government personnel and/or third parties on behalf of the government may conduct this review. The government may require corrective actions, as a result of this study, that if not implemented within timeframes established by the government can result in default of performance under this contract and termination of the contract for cause.

The hardware and control system are to be contained in a facility that protects the physical integrity of the systems and provides security from both physical and electronic threats.

The Contractor shall adhere to requirements of the Contractor's MIS security plan including security guidelines for electronic files. To help ensure the confidentiality and security of all hard copy and records, each PHSME office shall have a working door lock and filing cabinets with bar locks. When there are problems with the locks or when it is impossible to install bar locks without destroying furniture, the Contractor shall notify the ANG COTR for repair or replacement.

Annually, (60) days before end of the Project (Contract) Year, the Contractor shall submit via electronic mail to the ANG COTR for approval, a written plan. The plan shall include, but not be limited to, proposed additional new features

and enhancements and proposed resolution of any issues that have not been resolved.

The MIS must comply with DoD computer security requirements.

- (1) Comply with the Computer Security Act of 1987 Office of Management and Budget (OMB) Circular A-130, Appendix III, "Security of Federal Automated Information Systems," and the Privacy Act of 1974 (5 U.S.C. 552 as Amended). The vendor shall have achieved Certification and Accreditation in accordance with the guidelines of OMB Circular A-130 or have an approved Interim Certification and Accreditation prior to hosting ANG data or interconnecting with a DoD IT system.
- (2) Within 30 days of contract award the vendor will be required to develop a mutually agreeable Interconnection Memorandum of Understanding (MOU) that will document the mutual understanding of the security implementation that will be implemented to support these requirements. Cost(s) associated with meeting these requirements, from the perspective of the vendor's entity, will be paid by the vendor. Within 60 days of contract award, and prior to the implementation of any system interfaces, the vendor will be required to provide a mutually acceptable Interconnection Security Agreement (ISA) that will provide details on the interconnection design that will be implemented, as required by the

Federal Information Security Management Act (FISMA) as part of the e-Government Act of 2002.

- (3) The ANG also requires that the vendor provide to the ANG COTR and or designee, quarterly security status reports (which can be submitted in the form of an updated plan of action and milestones) and should describe the continuous monitoring activities employed by the information system owner. At a minimum, the status report should include but not limited to the following questions:
  - (a) Have any changes to the information system affected the security controls in the system or introduced new vulnerabilities into the system?
  - (b) If so, has the agency-level risk—that is, the risk to ANG operations, ANG assets, or individuals been affected?
  - (c) Has a specified time period passed requiring the information system to be reauthorized in accordance with federal or DoD policy?
- (4) Vendor security practices shall meet or exceed those prescribed, standards, regulations, and guidelines outlined above. Security strategies are separate from operations, enabling security officers to act quickly upon incidents and incorporate security best practices. This granular level of security management shall ensure standards required to evaluate practices and enhance safeguards as needed to limit unnecessary or inappropriate access to and disclosure of protected behavioral health information.

- (5) To help protect computing resources, the ANG and any contracted firm managing computing resources for DoD is required to comply with, but not limited to, the following laws, regulations, and directives:
  - (a) Computer Security Act of 1987, P.L. 100-235: This act requires computer security plans for all federal computer systems that contain sensitive information and security awareness training for all individuals involved in its management, use, or operation.
  - (b) Federal Financial Management Improvement Act of 1996 (FFMIA): This Act requires agencies to implement and maintain financial management systems that comply substantially with Federal Financial Management Systems Requirements (FFMSR), applicable Federal Accounting Standards, and the United States Government Standard General Ledger at the transaction level.
  - (c) Federal Manager's Financial Integrity Act of 1982 (FMFIA), P.L. 97-255: This Act requires that the agency head, on an annual basis no later than December 31, provide an assurance statement with respect to agency management controls and agency compliance with financial management system requirements. The objective is to reduce or eliminate the incidence of waste, fraud, and abuse to government financial systems.
  - (d) OMB Circular No. A-127, Financial Management Systems: This Circular prescribes policies and standards for executive departments and agencies to follow in developing, operating, evaluating, and reporting on financial management systems.
  - (e) OMB Circular No. A-130, Management of Federal Information Resources: This Circular establishes policy for the management of Federal information resources.
  - (f) Paperwork Reduction Act of 1980 as amended in 1995: This Act establishes a broad mandate for agencies to perform their information resources management activities in an efficient, effective, and economical manner. The goals of the Paperwork Reduction Act are to have Federal agencies become more responsible and publicly accountable for reducing the burden of Federal paperwork on the public, and for other purposes.
  - (g) Privacy Act of 1974 (PL-93-579): This Act requires the U. S. government to safeguard personal data processed by Federal agency computer systems.
  - (h) Federal Information Security Management Act (FISMA) of 2002: This Act provides a comprehensive framework for ensuring the effectiveness of information security controls over information resources that support Federal operations and assets.
  - (i) Presidential Decision Directive (PDD) 63 sets a goal of establishing a reliable, interconnected, and secure information system infrastructure and increased security for government systems. It addresses the cyber and

physical infrastructure vulnerabilities of the Federal government by requiring each department and agency to work to reduce its exposure to new threats.

- (j) NIST Special Publication 800-47, Security Guide for Interconnecting Information Technology systems.
- (k) NIST SP 800-26, Requirements for Physical Security Safeguards
- (I) Any DoD Information Technology Security Program Handbook, Baseline Security Requirements, DoD Certification and Accreditation, DoD Configuration Management Guide, DoD Contingency Planning for Information Security Guide, DoD Plan of Action and Milestones, DoD Privacy Impact Assessment, or DoD Risk Assessment Guide.

#### 508 Citation

All electronic and information technology (EIT) procured through this Statement of Work and any resulting contract, task order, delivery order, or purchase order must meet the applicable accessibility standards at 36CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act 0f 1973, as amended, and is viewable here. The contractor shall indicate for each line item in the schedule whether each product or service is compliant or noncompliant with the accessibility standards at 36 CFR 1194. Further, the proposal must indicate where full details of compliance can be found (e.g., vendor's website or other exact location).

# - Background Investigations

In conformance with the DoD guidelines, ANG requires that all contractors have background suitability investigations commensurate with the associated level of risk. Background Investigations should be commensurate with high-risk for the Systems Administrator. Reasonable measures will be taken to assure that such evaluations are to be completed by the appropriate security representative before contract personnel are granted access to any DoD connected computer systems.

# ANG Network Security

In addition to completing security background investigations, all PHSMEs must be eligible to obtain a Common Access Card through their respective ANG Wings to access the ANG network infrastructure and electronic mail. This is essential in order to interact with the various organizations within the Wing and the National Guard Bureau.

#### - Promotional Materials and Activities

The Contractor shall design and conduct a promotional campaign to creatively assure that eligible persons including those in geographically dispersed regions attain and maintain knowledge of PHS services and how to access them as well

as reduce any stigma associated with mental health programs. To accomplish this, the contractor must provide PHSMEs who recognize and utilize a broad range of promotional methods, who partner with JFHQ personnel to create effective promotional events and strategies, and who have public speaking abilities that result in effective presentations to groups of managers and ANG members. Depending on needs, they also must be willing to travel within a geographic area of within a state or territory as well as nationally as highly visible, well-identified representatives of the PHS throughout their assigned location. PHSMEs will be expected to travel to provide trainings, engage in promotional activities, take part in collaborative efforts with other supporting ANG Joint personnel, and consult with Commanders managers and other leaders.

The Contractor's ongoing promotional campaign must be designed to ensure PHS awareness at all organizational levels.

The promotional campaign is to be designed and submitted to the ANG COTR for approval within 60 days after contract award and updated annually thereafter.

To encourage utilization, the Contractor shall provide promotional materials that shall include, but not be limited to, brochures, posters, manuals, videos, bulletins, and other related items. The Contractor shall have ANG COTR approved promotional materials available in Spanish, as required by the ANG.

#### a. Bulletins

Within thirty (30) days of contract award, the Contractor shall submit to the ANG COTR for review a sample bulletins, hard copy and/or electronic versions. If the Government elects to have the Contractor develop and distribute bulletins, they shall be distributed to the PHSME quarterly through the website, a formatted diskette, or on the basis of one bulletin per employee plus ten (10) percent of the ANG units and wing population. The Contractor shall ship bulletins with an enclosed ANG transmittal document, to PHSMEs ten (10) days prior to the distribution dates of February 1, May 1, August 1 and November 1 each year of the contract.

# b. Distribution

With the exception of bulletins, during the period of performance of the contract and task orders, the PHSMEs shall distribute promotional materials. When the PHSME receives requests for materials from the ANG, the PHSME shall coordinate distribution within ten (10) days of the request. The Contractor shall also send the requested resource to ANG COTR via electronic transmission.

## (1) Promotional Materials Development

If requested, the Contractor shall work with the ANG COTR or designated representative to effectively customize information and design promotional materials. The ANG COTR will specify the Government names and logos to appear on promotional material. Under only very rare circumstances and with the approval of the Contracting Officer may the

Contractor's corporate name appear on any of the promotional materials. The Contractor's name, trademark, and/or logo shall not appear on any distributed materials unless specifically authorized in writing by the Contracting Officer. If the Government elects to have the Contractor develop promotional materials, the Contractor shall be requested to submit a proposal which will be negotiated at that time.

# (a) Brochures

The Contractor shall distribute brochures to each PHSME on the basis of one brochure per ANG member plus an additional ten (10) percent of the population at the beginning of each contract year. Additional copies of brochures shall be distributed by the Contractor to PHSMEs or ANG POCs within ten (10) working days of any request.

# (b) Posters

Posters shall be printed and distributed to PHSMEs on the ratio of ten (10) percent of the ANG population at the beginning of each contract year. Additional copies of posters shall be distributed by the Contractor to PHSMEs or ANG POCs within ten (10) working days of any request.

# (c) Videos/DVDs

If requested, videotapes and/or DVDs will be designed and distributed; subjects will include the ANG Member Orientation and Awareness Training modules as well as pertinent clinical subjects and shall be distributed to the PHSME or ANG POC on the basis of one set of videotapes per request.

#### d. Contractor Recommended Products

The Contractor shall describe any other products and/or methods that they would recommend implementing to promote the PHS.

- Psychological Health Steering Committee

The PHSMEs will also work collectively to share best practices and convey additional information at the state and local level; the creation of a Psychological Health Steering Committee to communicate and advise Guard senior leadership at the national level.

In order to accomplish this, the Government expects the successful vendor to organize and sponsor such a venue initially after award and annually thereafter.

This may be planned in conjunction with other Guard support program components.

#### E. QUALIFICATIONS OF KEY PERSONNEL – SEE SECTION 2.

# F. CONTINOUS QUALITY IMPROVEMENT (CQI)

The Contractor shall establish and maintain a comprehensive Continuous Quality Improvement (CQI) system for measuring, evaluating, and improving performance of clinical and administrative services provided under terms of the contract. ANG will be invited to participate in all CQI meetings, and will participate at the discretion of NGB/SG.

# a. CQI Program Plan

Within thirty (30) days of contract award, the Contractor shall submit via electronic mail to the ANG COTR for review and approval, a written CQI Program Plan. The CQI Program Plan shall address items such as the structure of the CQI program, program intent and goals, and committee structure and composition. The plan should describe proactive approaches to maintaining and improving quality as well as what triggers follow-up on negative comments or indicators and the nature of that follow-up

The plan also must include specific procedures for maintaining and improving quality in all operational components, e.g., regarding ANG member satisfaction surveys. The plan should include, but not be limited to procedures for:

- (1) Follow-up internally on all negative client satisfaction comments about the vendor's process.
- (2) Providing ANG with reports on follow-up on negative comments in (1) above and outlining how processes have been improved.
- (3) Follow-up on comments that reflect negative clinical experiences and track these by PHSME and/or affiliate counselor.
- (4) Providing ANG with reports on follow-up on negative comments in (3) above and outlining how processes have been improved.
- (5) Tracking complaints about PHSMEs and/or affiliates counselors and, if necessary, removing affiliate counselors from the network.
- (6) Providing ANG with reports on follow-up on negative comments in (5) above and outlining how processes have been improved.
- (7) Recognizing and providing to ANG reports on persons or initiatives which received significant compliments, i.e., providing information to facilitate opportunities to build upon strengths, and reporting on individual and group performance recognition thus reinforcing positive work.

# b. Annual CQI Work Plan

Within thirty (30) days of the beginning of each fiscal year, the Contractor shall submit via electronic mail to the ANG COTR for review and approval, an annual CQI Work Plan. The annual plan shall include: key indicators identified to be measured and evaluated during the fiscal year (including those continued from the previous fiscal year); the standards/goal/benchmark for each item; data collection frequency; reporting time frame; data sources/methodology; actions in place for meeting the standard/goal/benchmark; and special studies and/or initiatives being followed for the new fiscal year. The Annual CQI Work Plan shall address client satisfaction; PHSME retention; telephone access; program utilization; ANG member record reviews; PHSME and affiliate counselor capacity ratings; PHSME and affiliate completion of data outcome fields; response to critical incidents; compliments and complaints; outcomes or other research studies; and other categories used to evaluate program quality and quality improvement needs.

# c. CQI Reports

Within fifteen (15) days after the end of the quarter (or at other intervals as determined by ANG), the Contractor shall submit CQI reports via electronic mail to the ANG COTR. Reports include:

- (1) Status of key indicators against the standards or baselines, actions developed to improve performance, and results of those actions.
- (2) Narrative and statistical reports for up to fifteen (15) states/territories to be identified by ANG.
- (3) Training evaluations and ANG member satisfaction surveys and statistical analyses.
- (4) Upon request by the ANG COTR, the Contractor shall submit a report to the ANG COTR that provides a breakdown of estimated costs to provide specific services, services in specific geographic areas, and/or services to specific states/territories.
- (5) The Contractor shall provide a monthly report that details PHSME and affiliate counseling activity including number of sessions (per ANG member and family member) and number and hours of training per state/territory delivered by PHSMEs. In this report, the Contractor shall also list any other services provided during the quarter. This report will be incorporated with the monthly billing voucher.

#### d. Annual Work Plan Evaluation

Within thirty (30) days of the end of the fiscal year, the Contractor shall submit via electronic mail to the ANG COTR an annual Work Plan Evaluation CQI report. This report will include key indicators, standards, evaluation of annual performance against the standards, summary of actions taken to improve performance, and the results of those actions.

### e. Site Visit Quality Reviews

The Contractor shall cooperate fully with ANG site visits to PHSME and/or affiliate counselor offices. These reviews will normally be scheduled in advance at mutually agreeable times, and prior to the site visits ANG will provide the Contractor with the criteria to be used in the site visit process. ANG reserves the right to perform reviews without scheduling in advance. The Contractor shall respond in writing to the written ANG site visit report within fifteen (15) business days of the receipt of the report. The Contractor shall develop and implement actions plans with ANG concurrence to address quality improvement needs in a timely manner.

The results of these reviews will be discussed with the PHSME and the . The Contractor shall be expected to receive an acceptable rating on these reviews.

# f. Third-Party Evaluator

When requested by ANG, the Contractor shall cooperate fully with an external third-party evaluator who shall be selected by ANG.

# g. Contractor Recommended CQI Methods

The Contractor shall describe as part of their proposal, specific methods for continuous quality improvements proposed to ensure consistent, quality performance in all spheres of operation, e.g., day and after hours service, affiliate counselor and PHSME performance, information system, report generation, ANG member/supervisor or Commander consultation, and general customer service.

# - ANG PHSME OPTIONAL SERVICES

ANG Optional Services provide the ANG and each state or territory the option to select, from among the services listed below, individual stand alone services needed to fill gaps in services to meet needs identified by the Government.

Offerors are requested to provide, as part of their proposal, a description of what services they offer to provide related to each of the following topics, what additional services they offer to provide as of the first day of service delivery under the contract, and what they commit to doing to ensure that the services provided over the life of the contract remain consistent with the Contractor's commercial services offered to others, industry standards, legal decisions, and customer needs:

# 1. Stand-alone Drug Free Workplace Services

Stand-alone Drug Free Workplace Services including Substance Abuse Professional Services are provided to meet the needs of the Air National Guard in a variety of circumstances such as when there is need for this service to be separate from the counseling services. The Contractor is required to perform

these stand-alone services consistent with the requirements established for delivery of Substance Abuse Professionals Services.

The Government will issue delivery orders if and when these services are needed during the life of the contract.

# 2. Stand-alone Behavioral Health Education and Training Services

Stand-alone Behavioral Health Education and Training Services, both on-site and through distance learning, including development and/or presentation using various techniques, media, and means of communication are provided to promote awareness and understanding of behavioral health principles that contribute to a healthy lifestyle as ways of preventing and ameliorating a variety of personal problems that negatively affect performance and conduct on the job. A variety of approaches are important because people learn in different ways and because the ANG has a widely dispersed workforce who needs to be treated in an equitable manner regardless of where they are located.

The Government will issue delivery orders if and when these services are needed during the life of the contract.

# 3. Stand-alone Targeted Assessment, Screening and Referral Services

Stand-alone Targeted Assessment, Screening and Referral Services are provided for selected discrete types of personal problems such as TBI, PTSD, alcohol or depression. These targeted services typically are elected when an ANG Commander perceives that significantly more members are affected by the selected problems than are addressing the problem through other existing services. A variety of methodologies may be employed in providing this service encompassing health awareness and promotional campaigns, easily accessible and confidential screening methodologies such as internet access links, professionally valid screening instruments, interpretation of results, consultation with participants, and effective referral to qualified sources of assistance when needed.

The Government will issue delivery orders if and when these services are needed during the life of the contract.

#### 4. Stand-alone Preventive and Intervention Services

Stand-alone Preventive and Intervention Services are provided based on results of a variety of assessments, e.g., surveys of health and productivity within a given ANG state/territory workforce. At ANG's discretion, the vendor will conduct assessments including but not limited to surveys. This is a proactive approach to identifying specific productivity problems of prevalence sufficient to warrant prioritization of resources to address these problems.

The Government will issue delivery orders if and when these services are needed during the life of the contract.

#### 5. Stand-alone Behavioral Health Return to Work Services

Stand-alone Behavioral Health Return to Work Services are provided to extend to all members who have been off work because of illness or injury, services based on the concepts of effective return to work counseling that are practiced within the psychological health services. These services utilize a behavioral health approach to promoting an effective transition back to civilian status and help reduce additional issues associated with return to work concerns.

The Government will issue delivery orders if and when these services are needed during the life of the contract.

# 6. Other stand-alone PH Optional Services

Other stand-alone PH Optional Services are an extension of PH services provided to fill gaps in services, and to provide a more complete solution to meeting the Air National Guard's psychological health needs. These services may involve any service that requires special emphasis to meet ANG members, state's or territory's needs.

The Government will issue delivery orders if and when these services are needed during the life of the contract.

# 7. Web Based Services and Tele-psych Health Capabilities

Internet-based counseling services recognize the increasing reliance on the internet as a source of information and communication. Website services complement the traditional mental health services by providing a "self serve" option that enables any ANG member to obtain accurate information and help on sensitive issues. In performance of this requirement, the Contractor may provide all necessary personnel, infrastructure, and technical support to implement and maintain a comprehensive, professionally accurate, and user friendly website and counseling services for ANG personnel. The Website must be compliant with Section 508 of the Rehabilitation Act of 1973, as Amended 29 U.S.C. 794 (d).

#### a. Contractor Services

Offerors must describe, as part of their proposal, the access and navigational procedures required of users, and the depth and breadth of web-based services and counseling offered for use as of the effective date of service delivery under the contract. Also as part of their proposal, the contractor must describe procedures and timeframes for updating and refreshing the website, and a time delineated plan for meeting all the ANG preferences for web-based services as described in "b." below. Additionally, as part of this time delineated plan, the contractor may propose further enhancements, alternative features, or other means of fully and effectively serving employees and family members through the website. The Contractor shall also partner with ANG to ensure the website content and tele-psych health counseling is appropriate for the ANG.

Any material contained on this website is understood to have been developed at private expense by the Contractor and its subcontractors and constitutes limited rights/data/restricted computer software consistent with the provisions of FAR 52.227-14. Access to this website, tele-psych health counseling and its links may be authorized under this contract. Use of this website services conveys no additional rights beyond those noted in the contract.

The Government reserves the right to require that the Contractor remove materials from the website.

#### b. ANG Preferences

# (1) On-Line Library

The Contractor shall have a comprehensive on-line library that enables employees to view and print professionally accurate informational, educational, and health and wellness promotional resources on a variety of psychological health/mental health related topics. The Contractor shall maintain an up-to-date library of current information through regularly scheduled content refreshment.

### (2) Self-Assessment Tools

The Contractor shall have self-assessment tools for each category of personal problems for which self-assessment is useful, e.g., Traumatic brain injury (TBI), post traumatic stress disorder (PTSD) alcohol and other drugs, depression, anxiety, self-esteem, relationship satisfaction, Type A personality, etc. These instruments or links shall ask questions, summarize responses, and provide recommendations for addressing problems.

#### (3) Self Guided Skill Enhancement Tools

The Contractor shall have a robust set of skill enhancement tools to help employees manage certain conditions or situations, e.g., stress management, resiliency, dealing with difficult people, coping mechanisms etc. These tools must be updated and refreshed on a regularly scheduled basis.

# (4) Counseling

The Contractor may be required to provide live counseling sessions on an as needed basis and at times pre-approved by the ANG COTR. The Contractor shall advertise any such capability to ANG members through the website and/or electronic mail. The rules for tele-psych health counseling use shall be guided by the ANG COTR.

# (5) Support Groups

The Contractor may be required to provide live counselor facilitated support groups on a variety of mental health topics as participation warrants and at

times pre-approved by the ANG COTR, e.g., recovering from TBI, PTSD, alcohol, gambling, drugs, etc. The Contractor shall advertise the availability of any such support groups to ANG members through the website and by electronic mail.

# (6) Supervisor/Commander Links

The Contractor shall provide separate supervisor/commander links that are designed to provide training on supervisory related issues. These sites shall include online interactive training and will allow managers and commanders to learn at their own pace and participate on demand. Managers and leadership shall also be able to schedule consultation appointments with psychological health professionals.

# (8) Question and Answer Service (Tele-psych health)

The Contractor shall include on the Website a readily apparent and easily understood means for ANG members and family members to ask questions via the Website for responding to ANG member behavioral health questions related to a wide variety of mental health topics. Counselors shall provide answers to ANG member questions within one (1) business day unless the message is of an emergent nature. Questions that are emergent in nature shall be responded to immediately.

# (9) Resource Links To Other Websites

ANG shall provide a link to the Contractor provided psychological health website, and the Contractor shall include links to the ANG and respective DoD resource websites and to other relevant mental health and personal development resources. Whenever feasible the links to other Government related websites may be included.

The Contractor must describe, as part of their proposal, what due diligence processes will be conducted to ensure the trustworthiness and appropriateness of other websites linked from the Contractor's website. This description must include processes prior to establishing links to other websites and ongoing processes throughout the time links are active.

#### (10) Website Branding and Page Customization

The Contractor shall provide for flexibility in website branding including:

- (a) The Contractor shall brand the website for ANG to allow for seamless integration of the Contractor's system with ANG/DoD. ANG would provide the branding information including web templates and all associated graphics,
- (b) The Contractor shall customize selected website pages to meet ANG member's needs.

# (11) Website Access

The Contractor shall provide easy entrance to the website through an authorizing code that will be provided to ANG members. Members must view the entrance and navigational process as user-friendly and not as a deterrent to use of the website. User-friendly features include ability to select an option from the first website page that allows them to proceed and have full access to the website without registering or providing additional information. If the user elects to register, e.g., to enable the Contractor to alert them to new information on topics of special interest to the user, then the user will be alerted to the availability of the new information when the user next accesses the first page of the website.

# (12) Website Privacy

The Contractor shall maintain the privacy and confidentiality of website users including adherence to the following privacy guidelines:

- (a) The Contractor shall not make the list of site members or users available to any third parties without the written permission of NGB/SG.
- (b) For tele-psych health counseling services, all rights, privileges, applicable laws and regulations required for face to face counseling apply to tele-psych health counseling.
- (c) For services offered via the website that "push" content, e.g., bulletins or mass electronic mailings, members shall have the option of opting out of the service.
- (d) ANG owns all customer organization and employee membership information and all site logs. When requested by the Project Officer, the Contractor shall provide the ANG COTR with membership information and site logs.
- (e) The Contractor must treat any Government-provided ANG/DoD or ANG member information as proprietary. Such information may only be used for the purposes of supporting this contract. Under no circumstances should this information be shared with any third parties without the written permission of the NGB/SG.

#### (13) Website Advertisements

Neither sites branded for ANG/DoD, nor program content elected as an option under this contract may contain advertisements from the Contractor or company. All advertisements and links to other websites that contain advertisements must have the prior approval of NGB/SG.

# (14) Reports

The Contractor shall submit website and tele-psych health counseling utilization reports with the contents mutually agreed upon by the Contractor and ANG COTR. Quarterly and annual reports to be submitted via electronic mail to the ANG COTR, within fifteen (15) business days of the end of the reporting period.

The Government will issue delivery orders if and when these services are needed during the life of the contract.

# **Attachment 1**

Site Locations: ANG Wing Psychological Healthcare SME Distribution

There are 54 states and territories with a total of 89 projected units that will require a contract employee at the time of award. The distribution of contractor employees will be coordinated by the ANG COTR with the contractor after award. All states and territories will eventually be provided with a PHSME under this contract. The goal is to fill those units with the high stress missions first and then prioritize them in order by the number of suicide occurrence at each Wing. The number of states requiring a contractor employee may increase or decrease during the life of the contract, depending on mission within the states.

# ANG Wing Psychological Health Program Manager Distribution:

- 1. Missions with high stress:
  - a. UAS (RPA):
    - 174 Syracuse NY
    - 147 Ellington TX
    - 163 March ARB, CA
    - 119 Fargo, North Dakota
    - 162 Tucson, AZ
- 2. Bases with >2 suicides 2005-2009:
  - 159 New Orleans, LA
  - 175 Baltimore, MD
  - 151 Salt Lake City, UT
  - 124 Boise, Idaho
  - 138 Tulsa, OK
  - 148 Duluth, MN
  - 153 Cheyenne, WY
  - 176 Kulis, AK
  - 185 Sioux City, IA
  - 139 St. Joe, Ms
  - 173 Klamath Falls, OR
  - 167 Martinsbury, WV
  - 187 Montgomery, AL
  - 152 Reno, Nevada
- 3. Bases with >300 deployers in 2009:
  - 130 Charleston, SC
  - 138 Tulsa, OK
  - 148 Duluth, MN
  - 193 Middletown, PA
- 4. Bases with Air Evac Mission:
  - 146 AES Channel Island, CA

- 187 AES Cheyenne WY
- 109 AES Minneapolis, MN
- 139 AES Scotia, NY
- 142 AES New Castle, DE
- 167 AES Martinsburg, WV
- 156 AES Charlotte, NC
- 118 AES Nashville, TN
- 183 AES Jackson, MS
- 137 AES Oklahoma, OK

<sup>\*</sup>All other ANG bases will have a Wing Psychological Health Program Manager position filled after the above positions are established.

# Attachment 2: Training

ANG 101 Orientation Training – Sponsored by NGB

DOD Automated Neuropsychological Assessment Metric (ANAM) program

**USAF Suicide Prevention Program** 

USAF Suicide event reporting of the Department of Defense Suicide Event Report (DoDSER)

USAF Resiliency Program (when fielded)

DoD and AF Policy for Alcohol and Drug Abuse and Sexual Abuse prevention programs Yellow Ribbon referral

Military One sources referral

Veterans Administration referral

**USAF Front Line Supervisor course** 

**USAF Family Assistance Programs** 

State Director Psychology Health and Transition Assistance Advisor programs

Other psychological health and medical DoD, NGB and AFI references/programs

Wingman Program

Telemental Health Initiatives

Defense Transition Centers and ANG medical referrals

DoD and AFI initiatives for post traumatic stress (PTS) and traumatic brain injury (TBI)

Community Action Information Board (CAIB) management

#### PROGRAM MANAGER PWS

# ANG PSYCHOLOGICAL HEALTH PROGRAM STATEMENT OF WORK (SOW)

# **SECTION I:**

**A. TITLE** – ANG Psychological Health Program Manager for Wing Psychological Healthcare Subject Matter Experts (PHSME)

- **B. INTRODUCTION** Psychological Health Services capability has been non-existent at Air National Guard Wings for a number of years. With new psychological health initiatives being implemented throughout DoD and the Armed Services, these support services will now be offered to 107,000 Air National Guard members and their families throughout the U.S., including the Pacific Islands, Puerto Rico and the Virgin Islands. These services are tailored and delivered according to the psychological health needs of each individual through various combinations of mental health resource identification, communication of applicable benefits and other counseling services within DoD, state and military system framework, as well as through Military OneSource (MOS). The services of a psychological health manager, with previous military experience and background, are essential in order to assist the ANG Director of Psychological Health accomplish the ANG's mission of providing psychological health support to all Air National Guard members and their families.
- **C. SCOPE/OBJECTIVE** Primary connectivity to all 89 ANG Wing PHSMEs and Project Officers to provide guidance and oversight on all DoD, AF, ANG and State psychological health programs and training. To provide technical and administrative support to the various USAF and ANG psychological, behavioral and public health programs. To coordinate and provide assistance to the ANG Wing PHSMEs and their units with regards to the psychological health program policies and directives, program implementation tracking and reporting, and act as the liaison between the field, the State Directors of Psychological Health, and the Air National Guard Medical Services Directorate.

#### **SECTION II:**

- **A. TECHNICAL REQUIREMENTS** The following are the minimum qualifications necessary for performance of the work (i.e., experience, education).
- -- Intensive knowledge of the DoD, AF, NGB, ANG, Federal and State Behavioral Health Programs, operating policies, practices, procedures, and regulations to provide information about the program's services, requirements, and procedures, and participate in the development of action plans for the ANG Preventive Medicine and Psychological Health programs.
- -- Knowledge of all psychological health resource and referral sources to assist ANG Units and State Directors of Psychological Health on DoD, AF, ANG, and National Behavioral Health Resources.
- -- Knowledge and understanding of a wide range of staff concepts, policies, management/organizational techniques, and military command and ANG military organizational process.
- -- Knowledge of the nature and capability of word processing software procedures and function keys to perform a substantial range of functions, such as generating tables of contents, importing graphs or databases, creating

glossaries, aligning multiple columns, automatically printing document identification or other notations at the top or bottom of each page, and creating form letters and automatically merge these with mailing lists.

- -- Knowledge of Microsoft Office suite of products, i.e. MS Outlook, Access, Excel and Word
- -- Knowledge of spelling, arrangement, grammar, and required formats for the purpose of identifying and correcting grammatical errors in material to be typed.
- Knowledge of implementing, developing, and managing psychological health programs and personnel in a federal or state system.
- -- Skill in performing and completing a variety of concurrent assignments.
- -- Skill in developing an education and training curriculum with learning objectives and outcome reports.
- -- Skill in verbal and written communications.
- --Knowledgeable of HIPPA and Privacy Act legislation.
- **B. SPECIFIC TASKS/DELIVERABLES** The following tasks shall be performed independent of Government supervision, direction, or control:

#### Task 1: 40% Critical

Provides administrative management of the ANG psychological health programs. Member will coordinate with the ANG Director of Psychological Health and Chief. Public Health and Prevention Branch for the overall management of ANG psychological health programs. Interprets, translates and provides recommendations on written or expressed DoD, AF, NGB or ANG psychological health and preventive medicine policy to assist units and the NGB/SG office in resolving NGB and ANG unit psychological health policy, directives, and concerns. Acts on behalf of the NGB/SG for all issues related to the management and administration of psychological health programs within the ANG. Must meet all credentialing requirements in accordance with NDAA 708, DoD Policy for mental health screening and must perform mental health screening in accordance with DoD and USAF policy for personnel returning from deployments. Will act as the ANG Technical Advisor in all matters pertaining to the hiring process and training of all 89 Wing DPHs. Through the ANG COR, member will act as the liaison between the contractor, Wing project officers for all inquiries pertaining to DoD, AF, NGB, ANG, and Wing psychological health programs. Answers inquiries and provides information and referral networks for ANG units, MAJCOMS, HQ USAF, AFMOA, State and Territorial Directors of Psychological Health and other DoD components concerning psychological health administration, policy, and current projects being evaluated through NGB/SG as it relates to the ANG.

#### Task 2: 25% Critical

Administers, tracks, and analyzes data associated with ANG psychological health and deployment programs. Member will collect, analyze and report ANG psychological health data to appropriate State JTF, NGB leaders, AF, and DoD, as necessary. Data will include but not be limited to Automated Neuropsychological Assessment Metrics (ANAM), ANG DODSER regarding suicide statistics, Community Action Information Board (CAIB), Suicide Mitigation programs and training statistics, Substance Abuse Prevention and Surveillance programs, Domestic Violence Prevention programs, Post Deployment Health Assessment and Post Deployment Health Reassessment statistics and data related to preventive medicine and psychological health programs. Reviews data, reports data and provides State, NGB, AF, and DoD working groups and leaders with information pertaining to the ANG psychological health programs. Establishes processes of continuous submission and analysis of data for the purpose of reporting the number of cases, events, status and potential trends affecting the mental health readiness of the ANG workforce for operational readiness. Will disseminate best practices, lessons learned, and funding status for the Wing Psychological Healthcare program, as requested, to the Director, Air National

Guard, the NGB/SG, the ANG MDG/CCs, DoD, and AF as required by DoD, AF, State, and ANG policy and directives.

#### Task 3: 25% Critical

Coordinates with the Director of Psychological Health in the development and implementation of behavioral health outreach and prevention, resources, referrals, training, and treatment programs for ANG members their family, and units seeking assistance with behavioral health referrals and programs. Actively participates in the development of action plans for ANG psychological health and public health programs. Markets a wide range of prevention and psychological health programs to first sergeants, commanders, and other base officials. Works with State, Territorial, and WG Directors of Psychological Health, WG chaplains, medical personnel, and Family Support Agencies to develop and implement DoD, NGB, and AF psychological health programs at ANG facilities. Plans activities to assist with psychological health issues related to deployments for ANG deploying personnel and their families. Assists in establishing and marketing resources and referral services and strategies for using DoD, AF, VA, DCoE, and private behavioral health services at the ANG unit level. Briefs NGB Leadership/Directorates, DoD, AF, and civilian community agencies on ANG behavioral health programs. Furthermore, keeps abreast of ANG's roles, responsibilities and compliance with DoD and AF directives and policies. Assists ANG with building partnerships with state and local governments, Veterans Service Organizations (VSOs), Federal, State and local Mental Health agencies, non-profit organizations, and other public and private entities.

## Task 4: 5% Critical

Provides behavioral health training and referral programs for ANG leadership, ANG units, Psychological Healthcare SMEs, ANG members and their families designed to reduce psychological health risks including self-harm, maltreatment of significant others, workplace violence substance misuse and other factors that may affect the psychosocial health of the ANG community. Typical program development topics include: suicide awareness, domestic violence, substance abuse, parenting skills, stress management and other behavioral change management. Gathers training resources and information, develops training plans, markets training, assists in arranging speakers and training facilities and conducts training sessions with prospective facilitators. Member shall also be responsible for preparing and conducting week-long ANG orientation training for all newly hired Wing PHSMEs. In addition, member shall also participate with the NGB/SG Staff in preparing course outlines and briefings for any scheduled training forums, unit visits or other speaking engagements.

#### Task 5: 5% Critical

Prepares agenda for meetings, compiles statistical data, and prepares a variety of recurring reports. Develops the team meeting agendas. Tracks suicide prevention, maltreatment and other behavioral health program data, prepares reports, and participates in writing narrative interpretations of analyses. Coordinates with personnel at major command and/or AFMOA to meet various reporting requirements. Establishes and maintains meeting notes and follows up with meeting recommendations.

## **SECTION III:**

**A. SECURITY** – Due to the nature of this position and matters dealing with patient confidentiality as well as accessing the NGB network and emails, a minimum of a Secret security clearance is required for this position. The effort is unclassified. The contractor placed in this position must meet all these requirements including a background check from a DoD agency or National Agency Check (NAC). In addition, contractor must be able to obtain a Common Access Card (CAC) to access the NGB Network and email server.

#### B. PLACE AND PERIOD OF PERFORMANCE, WORK DAYS, AND TRAVEL

a. Place of Performance. Except otherwise specified in this SOW, all work will be performed at NGB/SG Directorate, 3500 Fetchet Ave, Joint Base Andrews, MD 20762 or current NGB/SG Directorate office location.

- b. Period of Performance. The period of performance shall be from the effective date of the delivery order through the following 12 months with an option of 1 year.
- c. Estimated Work Days. Estimate the number of working days for contractor: 5 days (full time)/week with on-call availability for emergencies.
- d. Estimated Travel. Trips are contemplated as follows: 1 trip annually to the Readiness Frontiers/HITECH training conference by the ANG Psychological Health Program Manager with the Director of Psychological Health sponsored by NGB/SG. 5 -10 local meetings and conferences within the national capital region (NCR) pertaining to DoD, NGB, and AF Psychological Health, and other DoD related meetings. 1-5 unit visits as mission allows and directed by the NGB/SG Psychological Health Project Officer. Estimated total cost of travel: \$25K
- **C. PROJECT MATERIALS & GOVERNMENT FURNISHED EQUIPMENT (GFE)** For tasks where the work is performed at this Government installation, the government shall provide the following materials to include but not limited to:
  - a. Office space Desk and chair where the contractor will perform day to day functions under this statement of work.
  - b. PC/Desktop computer will be provided to the contractor for official use only (FOUO) in the performance of the functions stated in this SOW. Contractor will be required to sign out government property for use and will be required to return all GFE's upon termination of employment or contract obligation.
  - c. Office environment shall be adequately lighted and climate controlled to facilitate a ergonomically safe environment for work
  - d. Office Supplies postage, bond paper, writing instruments, etc. will be provided by the government

#### D. QUALIFICATIONS OF KEY PERSONNEL - (SEE ATTACHED POSITION DESCRIPTION)

- E: CQI PLANS/REPORTS: Based on Tasks 1 5, these minimum standards must be adhered to
  - a. Thoroughly knowledgeable with the policies, practices, procedures and regulations of ANG, AF, NGB and other DoD Psychological Health Programs.
  - b. Adequate management and oversight of all Wing DPHs.
  - c. Typically assesses and advises regarding inquiries from ANG units, AF, NGB, DoD and other sources regarding policies, practices, procedures and regulations.
  - d. Provides contacts with effective basic consultation services and thorough and accurate information.
  - e. Fluency regarding ANG, AF, NGB and DoD policies, practices, procedures and regulations related to psychological health.
  - f. Collect and enter information regarding psychological health programs.
  - g. Perform elementary statistical analysis on collected data.
  - h. Typically researches and collects appropriate training resources and information from a variety of venues in preparing for training programs.
  - i. Effectively markets training programs to accomplish the purposes for which they were designed
  - j. Typically will follow-up with speakers and facilities regarding the effectiveness of completed behavioral health training programs.
  - k. Regularly develops accurate agenda for meetings.
  - I. With few exceptions, actively participates in writing narrative interpretations of analyses.
  - m. Overall demeanor, behavior and professionalism is displayed at all times.
  - n. Generally establishes and maintains meeting notes in an effective manner.

#### F. REPORTING REQUIREMENTS

a. All specific reports pertaining to this contract as required by the COR.

- b. A final report summarizing the work performed and the results and conclusions derived shall be submitted to the COR and to the prime contractor within thirty days after the end of the contract period of performance.
- **G. RESTRICTIONS & SPECIAL REQUIREMENTS** There are no known existing or potential conflicts of interest associated with this task. The contractor selected for this task must have completed or certified in HIPAA and Privacy Act regulations.

# **UNIT LOCATIONS**

UNIT	ADDRESS	CITY, STATE	HOURS	HOST BASE
101 MDG	109 Pesch Cir Ste 423	Bangor ME 04401-3066	M-F 0730-1600	Hanscom
101 MDG	149 Granville Ave / Pkgs: 158 Reilly St	Otis ANGB, MA 02542-1319	M-F 0600-1630	Hanscom
102 MDG	100 Nicholson Rd	E Granby CT 06026-5000	T- F 0700-1630	Hanscom
103 MDG 104 MDG	175 Falcon Dr Barnes ANGB	Westfield MA 01085-1482	M-F 0730-1700	Hanscom
105 MDG	1 Maguire Way Stewart ANGB	Newburgh NY 12550-5042	M-F 0730-1600	McGuire
106 MDG	Francis S Gabreski Airport, 150 Riverhead Rd	W Hampton Beach NY 11978	M-F 0630-1730	McGuire
100 MDG 107 MDG	9905 Blewett Ave	Niagara Falls NY 14304-6003	M-F 0700-1630	Wright-Patterson
107 MDG 108 MDG	3466 Neely Rd	McGuire AFB NJ 08641-5406	M-F 0700-1700	McGuire
100 MDG	641 Spitfire Ave	St Paul MN 55111-4122	M-F 0615-1600	McGuile
107 ALS	1 Air National Guard Rd	Scotia NY 12302-9752	M-F 0630-1600	McGuire
110 MDG	75 Phantom Ave	Battle Creek MI 49015-5513	M-F 0630-1700	Wright-Patterson
111 MDG	1120 Fairchild St	Willow Grove ARS PA 19090-5236	M-F 0700-1630	McGuire
111 MDG	3252 E Perimeter Rd	AAFB MD 20762-5011	M-F 0700-1630	Andrews
114 MDG	1201 W Algonquin	Sioux Falls SD 57104-0264	T-F 0645-1730	Offutt
115 MDG	3110 Mitchell St	Madison WI 53704-2591	M-F 0630-1600	Scott
116 MDG	100 Page Rd., Ste 101, Bldg 207	Robins AFB, GA 31098-1600	M-F 0700-1730	Robins
117 MDG	5401 East Lake Blvd	Birmingham AL 35217-3545	T-F 0700-1730	Maxwell
118 AES	240 Knapp Blvd	Nashville TN 37217-2556	M-F 0700-1530	a
118 MDG	240 Knapp Blvd	Nashville TN 37217-2556	M-F 0700-1530	Columbus
119 MDG	1400 32th Ave N	Fargo ND 58102-1051	M-F 0700-1630	Grand Forks
120 MDG	2800 Airport Ave B	Great Falls MT 59404-5570	M-F 0700-1630	Malstrom
121 MDG	7370 Minuteman Way	Columbus OH 43217-1161	M-F 0730-1600	Wright-Patterson
122 MDG	3005 Ferguson Rd	Ft Wayne IAP IN 46809-0122	M-F 0700-1630	Wright-Patterson
123 MDG	1101 Grade Lane	Louisville KY 40213-2660	T-F 0700-1700	Wright-Patterson
124 MDG	3787 Aeronca St, Bldg 668	Boise ID 83705-8006	M-F 0730-1630	Mounain Home
125 MDG	14300 Fang Dr, Bldg 3	Jacksonville FL 32218-7933	T-F 0630-1630	Moody
126 MDG	310 W Losey St	Scott AFB, IL 62225-5250	M-F 0700-1630	Scott
127 MDG	43401 N Jefferson Ave, Bldg 825	Selfridge ANGB MI 48045-5266	M-F 0715-1700	Wright-Patterson
128 MDG	1723 E Grange Ave	Milwaukee WI 53207-6134	T-F 0900-1530	Scott
129 MDG	PO Box 103/MS 27 / Pkgs: 685 Vernon Ave	Moffett Fed Airfield CA 94035-1528	M-F 0730-1600	Travis
130 MDG	1679 Coonskin Dr	Charleston WV 25311-1023	T-F 0700-1630	Wright-Patterson
131 MDG	10800 Lambert Int'l Blvd, Stop 17	Bridgeton MO 63044-2371	M-F 0700-1600	Scott
132 MDG	3100 McKinley Ave	Des Moines IA 50321-2799	T-F 0700-1730	Offutt
133 MDG	642 Hercules Ave	St Paul MN 55111-4102	M-F 0615-1600	Scott
134 MDG	420 Post Ave	McGhee Tyson ANGB TN 37777-6223	T-F 0700-1630	Shaw
136 MDG	1740 Eisenhower	Ft Worth TX 76127-1138	T-F 0630-1715	Sheppard
137 AES	5550 Air Guard Dr	Oklahoma City OK 73179-1011	M-TH 0630-1700	
137 MDG	5600 Air Guard Dr	Will Rogers ANGB OK 73179-1090	M-TH 0630-1700	Tinker
138 MDG	9121 E. Mustang St. Suite 101	Tulsa OK 74115-1014	M-TH 0700-1730	Tinker
139 AES	1 ANG Road,	Scotia NY 12302-9752	M-F 0730-1600	
139 MDG	705 Memorial Dr	St Joseph MO 64503-9307	M-F 0730-1600	Whiteman
140 MDG	275 S Aspen St	Aurora CO 80011-9547	T-F 0615-1700	Buckley
141 MDG	1401 W Wainwright Blvd	Fairchild AFB WA 99011-9500	M-F 0630-1600	Fairchild
142 AES	2600 Spruance Dr Corporate	Common New Castle DE 19720-1615	M-F 0700-1630	

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142 MDG	6801 NE Cornfoot Rd	Portland OR 97218-2743	M-F 0700-1530	Beale
143 MDG	1 Hercules Drive	North Kingstown RI 02852-7502	T-F 0700-1730	Hanscom
144 MDG	5323 E McKinley Ave	Fresno CA 93727-2199	M-F 0700-1630	Beale
145 MDG	4930 Minuteman Way	Charlotte NC 28208-3866	M-F 0730-1600	Shaw
146 AES	106 Mulcahey Dr, Bldg 106	Port Hueneme CA 93041-4001	M-F 0800-1730	
146 MDG	107 Mulcahey Dr, Bldg 107	Port Hueneme CA 93041-4013	T-F 0700-1730	Vandenberg
147 MDG	14657 Sneider St	Houston TX 77034-5582	T-F 0630-1700	Lackland
148 MDG	4680 Viper St	Duluth MN 55811-6033	M-F 0730-1600	Grand Forks
149 MDG	110 Hensley St. Suite 1	Lackland AFB TX 78236-0102	M-F 0630-1600	Lackland
150 MDG	2251 Air Guard Rd SE	Kirtland AFB NM 87117-5875	M-F 0730-1600	Kirtland
151 MDG	765 N 2200 W, Bldg 303	Salt Lake City UT 84116-2999	M-T 0600-1430	Hill
152 MDG	1776 National Guard Way	Reno NV 89502-4415	M-F 0730-1700	Beale
153 MDG	217 Dell Range Blvd	Cheyenne WY 82009-4799	M-F 0700-1630	F.E. Warren
154 MDG	360 Harbor Dr	Hickam AFB HI 96853-5517	M-F 0600-1530	Hickam
155 MDG	2411 W Butler Ave	Lincoln NE 68524-1897	M-F 0730-1630	Offutt
156 AES	5225 Morrisfield Dr	Charlotte NC 28208-5769	M-F 0730-1600	
156 MDG	200 Jose A(Tony) Santana Ave	Carolina PR 00979-1514	M-F 0730-1600	Macdill
157 MDG	302 New Market St	Pease ANGB NH 03803-0157	M-F 0700-1630	Hanscom
158 MDG	10 Falcon St	S Burlington VT 05403-5864	M-F 0730-1630	Hanscom
159 MDG	NAS JRB 400 Russell Ave Box 27	New Orleans LA 70143-5077	M-F 0700-1800	Keelser
161 MDG	3200 E Old Tower Rd	Phoenix AZ 85034-7263	M-F 0630-1600	Luke
162 MDG	1670 E Perimeter Way	Tucson AZ 85706-6085	M-F 0615-1500	Davis-Mothan
163 MDG	1485 Graeber St Ste 9	March Field CA 92518-1717	M-F 0730-1615	Edwards
164 MDG	4607 Galaxy Dr / Pkgs: 4593 Swinnea Rd	Memphis TN 38118-7101	M-F 0715-1545	Little Rock
165 MDG	1401 Robert B Miller Jr Dr	Garden City GA 31408-9001	M-F 0700-1600	Charleston
166 MDG	2600 Spruance Dr Corporate Commons	New Castle DE 19720-1615	M-F 0700-1630	Dover
167 AES	222 Sabre Jet Blvd Rm 107	Martinsburg WV 25405-7704	T-F 0700-1700	
167 MDG	222 Sabre Jet Blvd	Martinsburg WV 25405-7704	T-F 0730-1630	Andrews
168 MDG	2680 Flightline Ave / Pkgs: 2126 Central Ave	EAFB AK 99702-1730	M-F 0700-1530	Eielson
169 MDG	1325 S Carolina Rd Ste 11	Eastover SC 29044-5011	M-F 0730-1700	Shaw
171 MDG	300 Tanker Rd	Coraopolis PA 15108-4225	M-F 0700-1600	Wright-Patterson
172 MDG	141 Military Dr # 13	Jackson MS 39232-8876	T-F 0700-1630	Keelser
173 MDG	211 Arnold Ave, Ste 15	Klamath Falls, OR 97603-2111	M-F 0700-1600	Beale
174 MDG	6001 E Molloy Rd	Syracuse NY 13211-2100	M-F 0700-1630	Langley
175 MDG	2701 Eastern Blvd	Baltimore MD 21220-2899	T-F 0630-1700	Andrews
176 MDG	5005 Raspberry Rd Bldg 24	Anchorage AK 99502-1982	M-F 0700-1630	Elmendorf
177 MDG	400 Langley Rd	Egg Harbor Twp NJ 08232-9500	M-F 0630-1700	McGuire
178 MDG	5215 Fontaine Ln, Springfield-Beckley MAP	Springfield OH 45502-8789	M-F 0645-1630	Wright-Patterson
179 MDG	1947 Harrington Memorial Rd	Mansfield OH 44903-8049	T-F 0630-1700	Wright-Patterson
180 MDG	2660 S Eber Rd	Swanton OH 43558-9645	M-F 0645-1730	Wright-Patterson
181 MDG	888 E Vanatti Cir	Terre Haute IN 47803-5020	M-F 0700-1630	Wright-Patterson
182 MDG	2416 South Falcon Blvd	Peoria IL 61607-5004	M-F 0630-1600	Scott
183 AES	141 Military Dr, Box 5	Jackson MS 39232-8870	M-F 00700-1630	
183 MDG	3101 J David Jones Pkwy	Springfield IL 62707-8571	M-F 0730-1700	Scott
184 MDG	53030 Jayhawk Dr.	McConnell AFB KS 67221-9009	M-F 0715-1615	McConnell
185 MDG	2920 Headquarters Ave	Sioux City IA 51111-1300	T-F 0600-1630	Offutt
186 MDG	6225 M St Bldg 710	Meridian MS 39307-7112	M-F 0730-1600	Keelser
187 AES	217 Dell Range Blvd	Cheyenne WY 82009-4799	M-F 0730-1630	
187 MDG	5187 Selma Hwy	Montgomery AL 36108-4824	T-F 0700-1730	Maxwell

188 MDG	4850 Leigh Ave	Ft Smith AR 72903-6018	M-F 0700-1630	Little Rock
189 MDG	101 CMS Williams Dr.	Little Rock AFB AR 72099-4802	M-F 0700-1645	Little Rock
190 MDG	5920 SE Coyote Dr	Topeka KS 66619-1429	M-F 0700-1600	McConnell
192 MDG	77 Neally Ave Bldg 74 Rm 336	Langley AFB VA 23665-2080	T-F 0645 -1730	Langley
193 MDG	81 Constellation Ct	Middletown PA 17057-5086	M-F 0700-1630	Andrews
194 MDG	109 Engineer Drive	Camp Murray WA 98430-1003	M-T 0600-1600	Fairchild

#### **ADDITIONAL INFORMATION**

#### 1. GOVERNMENT CONTRACTING PERSONNEL:

a. The Contracting point(s) of contact for this contract will be the following:

# **Contracting Officer:**

(b) (6)

Office: 703-607-1226

#### **Contract Specialist:**

(b) (6

Office: 703-604-4186

#### Address:

National Guard Bureau (NGB-ZC-AQ) 1411 Jefferson Davis Highway, Suite 8100 Arlington, VA 22202-3231

Fax: 703-607-1667

b. All contracting actions and/or correspondence should be forwarded through the COR appointed in the contract schedule.

#### 2. CONTRACTING OFFICER'S REPRESENTATIVE (COR):

a. The Contracting Officer has appointed the following individuals as the primary and alternate COR for this contract:

#### PRIMARY CONTRACTING OFFICER'S REPRESENTATIVE

Name: (b) (6)

Command: National Guard Bureau (NGB)
Agency: NGB/SG (Air Surgeon Directorate)
Street Address: NGB/SG, Joint Base Andrews
City, State and Zipcode: Andrews AFB, MD 20762

E-Mail (b) (6)

Phone: DSN 278-8552; Commercial (301) 836-8552

#### ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVE

Name: (b) (6)

Command: National Guard Bureau (NGB)
Agency: NGB/SG (Air Surgeon Directorate)
Street Address: NGB/SG, Joint Base Andrews
City, State and Zipcode: Andrews AFB, MD 20762

E-Mail: (b) (6)

Phone: DSN278-8557; Commercial (301) 836-8557

#### ADMINISTRATIVE POINT OF CONTACT

Name: (b) (6)

Command: National Guard Bureau (NGB)
Agency: NGB/SG (Air Surgeon Directorate)
Street Address: NGB/SG, Joint Base Andrews
City, State and Zipcode: Andrews AFB, MD 20762

E-Mail: (b) (6)

Phone: DSN 278-8535; Commercial (301) 836-8535

- b. The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of the contractor's performance. The COR is NOT an Administrative Contracting Officer (ACO) and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other term and condition of the contract, or to direct the accomplishment of effort that goes beyond the scope the statement of work in the contract.
- c. When, in the opinion of the contractor, the COR requests efforts outside the existing scope of the contract, the contractor shall promptly notify the contracting officer in writing. The contractor under such direction shall take no action until the contracting officer has resolved the issue or has otherwise issued a modification to the contract.
- d. In the absence of the Primary COR named above (due to reasons such as leave, illness, and official travel), all responsibilities and functions assigned to the Primary COR shall be the responsibility of the Alternate COR (if appointed) acting on behalf of the Primary COR.

## 3. ACCOUNTING FOR CONTRACT SERVICES:

The Secretary of the Army has implemented Accounting for Contract Services. This initiative has been put in place to obtain better visibility of the contractor service workforce. The Assistant Secretary of the Army (Manpower and Reserve Affairs) and the Assistant Secretary of the Army (Acquisition, Logistics and Technology) have implemented guidance to comply with this DoD Business Initiative Council (BIC) sponsored initiative. These contract reporting requirements are mandatory. By acceptance of this contract and performance under this contract, the contractor agrees to comply with these reporting requirements.

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site [Contractor Manpower Reporting (CMR) System] where the contractor will report ALL contractor manpower (including sub-contractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address:

#### https://contractormanpower.army.pentagon mil

The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the

Unit Identification Code (UIC) for the Army Requiring Activity (National Guard Bureau UIC is W00QFF); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

## 4. GENERAL INVOICE PREPARATION & SUBMITTAL INSTRUCTIONS:

- a. An invoice is a written and/or electronic request for payment under the contract for supplies delivered or for services rendered. In order to be proper, an invoice must include, as applicable, the following:
  - i. Name and address of the contractor
  - ii. Invoice Date
  - iii. Contract Number, or other authorization for supplies delivered or services performed (including order number and contract line item number)
  - iv. Name and address of contractor official to who payment is to be sent (must be the same as that in the contract or on a proper notice of assignment)
  - v. Name (where practical), title, phone number and mailing address of person to notified in the event of a defective invoice.
  - vi. Any other information or documentation required by other requirements of the contract (such as evidence of shipment)
- b. Invoices should match terms and CLIN structure of the contract for ease of payment by Defense Finance and Accounting Service (DFAS).
- Invoices shall be processed for approval and payment within 5 working days of the completion of work
- d. Receipt of payments by a representative of the contractor's designated bank shall constitute a full accord and satisfaction of the Government's obligation under the contract to the extent of the amount of the payment made.
- e. This contract requires invoice submittal in accordance with Wide Area Workflow (WAWF). Submit one electronic original of all invoices to DFAS. IMPORTANT: DFAS must receive electronic submittal from the contractor in compliance with DFARS 252.232-7003. The COR(s) will certify all invoices for payment. For payment inquiries after submittal, please contact the DFAS Customer Service Desk or visit the Vendor Pay Inquiry System at the following web address: <a href="http://www.dfas.mil/money/vendor/">http://www.dfas.mil/money/vendor/</a>

#### 5. WIDE AREA WORKFLOW INVOICE INSTRUCTIONS:

Contractor shall submit payment request using the following method(s) as mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

igwedge Wide Area Workflow (WAWF) (see instructions b	elow)
Web Invoicing System (WInS)(https://ecweb.dfas.i	<u>mil</u> )

American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats ( <a href="http://www.X12.org">http://www.X12.org</a> and <a href="http://www.dfas.mil/ecedi">http://www.dfas.mil/ecedi</a> )
Other (please specify)
DFAS POC and Phone: DFAS LIMESTONE, 1-800-756-4571, Option 2, option 3
WAWF is the preferred method to electronically process vendor request for payment. This application allows DOD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. Contractors electing to use WAWF shall (i) register to use WAWF at <a href="https://wawf.eb.mil">https://wawf.eb.mil</a> and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at <a href="http://www.ccr.gov">http://www.ccr.gov</a> within ten (10) calendar days after award of this contract/order.
Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) Limestone (F67100) at 1-800-756-4571, Option 2, option 3 or faxed to 1-866-392-7091. Please have your purchase order/contract number ready when calling about payments.
You can easily access payment and receipt information using the DFAS web site at <a href="http://www.dfas.mil/contractorpay.html">http://www.dfas.mil/contractorpay.html</a> . Your purchase order/contract number or invoice number will be required to inquire about the status of your payment.
The following codes and information will be required to assure successful flow of WAWF documents.
TYPE OF DOCUMENT [Check the appropriate block]
Commercial Item Financing
Construction Invoice (Contractor Only)
Invoice (Contractor Only)
Invoice and Receiving Report (COMBO)
Invoice as 2-in-1 (Services Only)
Performance Based Payment (Government Only)
Progress Payment (Government Only)
Cost Voucher (Government Only)
Receiving Report (Government Only)

Receiving Report With Unique Identification (UID) Data (Government Only)
UID is a new globally unique "part identifier" containing data elements used to track DoD parts through their life cycle.
Summary Cost Voucher (Government Only)
CAGE CODE: 43ZW9 DUN NUMBER: 796605512 TAX ID: 42-1731050
IISSUE BY DODAAC: W9133L
ADMIN BY DODAAC: W9133L
INSPECT BY DODAAC: F9WFSG
ACCEPT BY DODAAC: F9WFSG
SHIP TO DODAAC: F9WFSG
LOCAL PROCESSING OFFICE DODDAC: N/A
PAYMENT OFFICE FISCAL STATION CODE: F67100
EMAIL POINTS OF CONTACT LISTING: (Use Group e-mail accounts if applicable)
INSPECTOR: (b) (6)
ACCEPTOR: (b) (6)
RECEIVING OFFICE POC: (b) (6)
CONTRACT ADMINISTRATOR: (b) (6)
CONTRACTING OFFICER: (b) (6)
ADDITIONAL CONTACT: (b) (6)

<sup>&</sup>quot;Please pay particular attention to the correct DODAAC Codes outlined in the payment instructions included in the contract. This will facilitate faster payment of invoices. Please feel free to contact us if the instructions are unclear."

# **ANG REGIONS**

# **ANG Psychological Healthcare Regions**

# Region 4

109 AES/133 MDG	St Paul, MN
115 MDG	Madison, WI
122 MDG	Ft Wayne IAP, IN
126 MDG	Scott AFB, IL
128 MDG	Milwaukee, WI
131 MDG	Bridgeton, MO
132 MDG	Des Moines, IA
139 MDG	St Joseph, MO
148 MDG	Duluth, MN
181 MDG	Terre Haute, IN
182 MDG	Peoria, IL
183 MDG	Springfield, IL
184 MDG	McConnell AFB, KS
185 MDG	Sioux City, IA
190 MDG	Topeka, KS

# Region 5

129 MDG	Moffett Airfield, CA
136 MDG	Ft Worth, TX
137 AES/137 MDG	Will Rogers ANGB, OK
138 MDG	Tulsa, OK
144 MDG	Fresno, CA
146 AES/146 MDG	Port Hueneme, CA
147 MDG	Houston, TX
149 MDG	Lackland AFB, TX
150 MDG	Kirtland AFB, NM
154 MDG	Hickam AFB, HI
161 MDG	Phoenix, AZ
162 MDG	Tucson, AZ

163 MDG March Field, CA 188 MDG Ft Smith, AR

189 MDG Little Rock AFB, AR

# Region 6

114 MDG Sioux Falls, SD 119 MDG Fargo, ND 120 MDG Great Falls, MT Boise, ID 124 MDG Aurora, CO 140 MDG 141 MDG Fairchild AFB, WA 142 MDG Portland, OR 151 MDG Salt Lake City, UT 152 MDG Reno, NV 153 MDG/187 AES Cheyenne, WY 155 MDG Lincoln, NE 168 MDG Elmendorf AFB, AK