

**Network 22 Logistics Office
VISN 22
Enhanced Healthcare Resources Sharing Agreement**

This Agreement is an Enhanced Health Care Resources Sharing Agreement pursuant to Public Law 104-262, "The Veterans Health Care Eligibility Reform Act of 1996" and Title 38, United States Code (U.S.C.) Sections 8151 through 8153.

This Sharing Agreement provides for the delivery of medical services and/or other resources, as specified below.

Sharing Agreement Number	VA262-S-0773
Parties	
Department of Veterans Affairs VA Loma Linda Healthcare System 11201 Benton Street Loma Linda, CA 92357 hereinafter referred to as VA	County of San Bernardino Veterans Affairs 175 W. Fifth Street San Bernardino, CA 92415 hereinafter referred to as Sharing Partner
Resources to be shared	Peer Counseling Services in support of the Sharing Partner's MFS/GWOT Programs Continued on Attachment A. Yes ☒ No ☐ Attachments A ☒ B ☒ C ☒ are made part of this agreement.
Period of Performance	July 1, 2010 through June 30, 2011
Renewal Periods available	Yes ☒ No ☐ Four (4) one (1) year options
Pricing	See Attachment B.

Invoices shall be sent to:	County of San Bernardino Veterans Affairs 175 W. Fifth Street San Bernardino, CA 92415
Payment Remittance address:	Department of Veterans Affairs VA Loma Linda Healthcare System Attention: Agent Cashier 11201 Benton Street Loma Linda, CA 92357

General Terms and Conditions

1. Authorization to Act on Behalf of the VA

The Contracting Officer (hereinafter: "CO") is the only Government official who shall be authorized to handle contractual matters involving changes, direction, work, and money. The CO shall give all direction for these areas. Nothing is to be decided without consultation with the CO.

2. Administrative Procedures – Medical Malpractice

Except as provided elsewhere in this agreement, the VAMC shall provide and maintain medical malpractice and/or other forms of protection for its healthcare professionals as it is required by Federal Laws and Regulations.

If any malpractice suit or action is filed or any claim is made against the VAMC for treatment of any patient referred by the Sharing Partner, the VAMC shall immediately notify the Sharing Partner and to the extent permissible under Federal Laws and Regulations, and subject to [sections 10 and 11 herein](#), promptly furnish copies of all pertinent papers received and medical records patient involved in the suit.

The VAMC medical malpractice coverage is the Federal Tort Claims Act.

3. Indemnification

Sharing Partner shall indemnify and hold harmless the DVA from and against any claims, demands, or causes of action caused by the Sharing Partner personnel in carrying out their responsibilities.

Following paragraph included Yes ☒ No ☐

Except for damages or injuries resulting or arising from the acts of its officers, agents or its employees properly cognizable under the Federal Tort Claims Act (28 U.S.C. § 2671-2680), as it may be amended, neither the United States nor the Department shall be responsible for any liability, loss, expense, damage, or cost arising from the provision of these services.

4. Amendment / Modification

The Sharing Partner and VA retain the right to negotiate with each other as needed to amend, modify, or change this Agreement to meet the requirements of new directives or policies as well as any new services considered by the VA. This Agreement may be amended/modified by written consent of both parties, including approval by the County Board of Supervisors. In order to extend the agreement each year, Sharing Partner shall notify the VA Contracting Officer in writing of their intent for renewal not later than 90 days prior to expiration. The VA Contracting Officer will prepare any written modifications.

5. Antideficiency Act

No provision in this Agreement shall be read to obligate the government in excess or in advance of appropriations, in compliance with the Antideficiency Act, 31 U.S.C. § 1341.

6. Pricing

See Exhibit "B" for pricing schedule. A price increase shall be assessed annually based upon current VA rates to provide this service.

7. Annual Review

The scope of services to be provided under this agreement are those that are excess capacity to the VA and will be reviewed and certified at least annually by the Contracting Officers (or their designees) of the VA and the Sharing Partner.

8. Cancellation

Either party may cancel this agreement at any time provided that at least 30 days written notice is furnished by the VA Contracting or Sharing Partner, with no further liability to the VA. Sharing Partner is liable for all services rendered prior to the cancellation.

9. Independent Contractors

For the purpose of this agreement and all services to be provided hereunder, the relationship of the Parties is not and shall not be construed or interpreted to be a partnership, joint venture or agency. The relationship of the Parties is an independent contractor relationship and not agents or employees of the other party. Neither party shall have authority to make statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be expressly provided for herein or authorized in writing.

10. Confidentiality of Patient Records

Notwithstanding any other provision of this Agreement to the contrary, documents and information created or gathered by the VA in the course of either performing this Agreement or providing care to individuals under this Agreement are property of the VA. The documents shall be used, maintained and disclosed by the VA in accordance with Federal laws applicable to VA records, generally, including, but not limited to, the Privacy Act of 1974, 5 U.S.C. § 552a and 38 U.S.C. § 5705 and § 7332, but 38 U.S.C. § 5701, the VA regulations implementing such statutes and the Health Insurance Portability and Accountability Act of 1996 and implementing regulations (Federal Register Volume 68, Pages 8334-8381).

VA may release records subject to 38 U.S.C. § 7332 to the Sharing Partner or its representatives with the prior written consent of the patient on a form acceptable to the VA before treatment is provided. If the patient refuses to provide written consent, the VA may refuse to provide the care requested. Such refusal shall not be a violation of this Agreement. The VA may nevertheless provide care under these circumstances if the Sharing Partner or its representatives authorize such care with the understanding that the Sharing Partner or its representatives may not have access to the records. Under such circumstances, the failure of the VA to provide the treatment records shall not be a basis for refusing to pay for the care provided.

The VA shall inform the Sharing Partner or its representatives whenever it provides records to it that are protected by either § 5705 or § 7332. The Sharing Partner or its representatives may not release VA records protected by either § 5705 or § 7332 without the prior approval of the VA.

11. Information Protection and Risk Management

SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES

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

Further, to ensure that appropriate security controls are in place, Sharing Partner agrees to follow the procedures set forth in "VA Information and Information System Security/Privacy Requirements for IT Contracts" located at the following Web site: <http://www.iprm.oit.va.gov>.

12. Governing Law

This Agreement shall be governed, construed and enforced in accordance with Federal Law.

13. Sharing Agreement Disputes

All disputes arising under or relating to this agreement shall be resolved in accordance with this clause. As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising or relating to this Agreement. Any controversy or claim arising out of or relating to this Agreement on behalf of the Sharing Partner shall be presented initially to the VA Contracting Officer for consideration. The VA Contracting Officer shall furnish a written reply on the claim to the Sharing Partner.

In the event that the parties cannot amicably resolve the matter, any controversy or claim arising out of or relating to this agreement, or breach thereof, shall be settled by arbitration at the Civilian Board of Contract Appeals in accordance with procedures set forth in the Alternative Means of Disputes Resolution, VA Directive 7433, and the Administrative Disputes Resolution Act of 1996, as applicable and judgment upon any award rendered by the Arbitrator(s) may be entered into any Court having jurisdiction thereof.

Any claim by the Sharing Partner must be presented no later than 30 calendar days after cancellation, or final expiration of the contract, whichever occurs earlier, otherwise, the Sharing Partner forfeits its right(s) to relief.

14. Use of the VA Name (Advertising)

Sharing Partner shall not use any marketing material, logo, trade name, service mark, or other material belonging to the other party, directly or indirectly, in any form of advertising without the written consent of the other party. (VA Endorsements [advertising] subject to 5 C.F.R. 2635.702).

15. Payments

Sharing Partner shall be billed quarterly. Quarterly billing statements/invoices shall be forwarded to the address indicated on page 1 of this Agreement. The invoice shall include the Sharing Partner's Purchase Order number. Payment terms are Net 30 days and payments shall be mailed to the VA address indicated on page 1 of this Agreement.

16. Priority for Veterans

VA reserves the right to deny provision of service to Sharing Partner's beneficiaries where space or service is unavailable or if provision of service to Sharing Partner's beneficiaries would deny or delay care to eligible veterans. VA agrees to notify Sharing Partner of any changes in availability of services specified in this Agreement.

Determination by the VA concerning the availability of services and resources to be provided by the VA pursuant to this agreement are conclusive, binding on the parties to this Agreement and are non-reviewable.

The decision of VA not to provide any service or resources call for by the Agreement because of its unavailability does not constitute a breach of the Agreement and is not considered a cause for cancellation of the Agreement in whole or in part.

17. Notification

All legal notices to be given by either party to the other shall be made in writing by hand delivery or by registered or certified mail, return receipt requested or by other method reasonably capable of proof of receipt thereof and addressed to the attention of:

Department of Veterans Affairs Representatives:

Contracting:

Jon M. Wilson	
Contracting Officer	
Network Business Center / Mail Code NBC/CC	
5901 E. Seventh Street, Building 149	
Long Beach, CA 90822	
Telephone Number	(562) 826-5537
Facsimile Number	(562) 961-1366
E-mail Address	jon.wilson@va.gov

VA Medical Center:

VA Loma Linda Healthcare System	
11201 Benton Street	
Loma Linda, CA 92357	
Telephone Number	(909) 583- 6037
Facsimile Number	
E-mail Address	Ronald.Pitts@VA.GOV
Ronald Pitts shall be delegated authority as Contracting Officer's Technical Representative (COTR) to monitor agreement performance. A COTR delegation letter is ☒ is not ☐ attached as Attachment C.	

Sharing Partner Purchasing Department:

Ms. Jeri Quick	
Contracts Unit	
County of San Bernardino	
150 S. Lena Rd.	
San Bernardino, CA 92415-0515	
Telephone Number	(909) 388-0255
Facsimile Number	(909) 387-2900
E-mail Address	jquick@hss.sbcounty.gov

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date(s) indicated below.

United States Department of Veterans Affairs	
Signature	
Name:	Jon M. Wilson
Title:	Contracting Officer
Date:	

Accepted for County of San Bernardino	
Signature	
Name:	Gary C. Ovitt,
Title:	Chairman, Board of Supervisors
Date:	

Attachment Schedule	Attached Y/N	Title
Attachment A	(Yes ☒ No ☐)	Shared Resources
Attachment B	(Yes ☒ No ☐)	Fee Schedule
Attachment C	(Yes ☒ No ☐)	COTR Delegation Letter

Attachment A

VA shall:

Provide as needed one (1) full time or two (2) part time Peer Counseling Specialist(s) in support of the County Of San Bernardino Military and Family Support Project, Global War on Terror (GWOT) veterans and their families and active military personnel and their families, which may not be eligible for VA care at this time.

Hours of services rendered shall be mutually agreed upon at the commencement of this agreement and may be changed as needs dictate.

Services shall be rendered by appointment at the VA Loma Linda Medical Center.

Have direct supervision over the Peer Counseling Specialist(s).

Require that the Peer Counseling Specialist(s) serve as a liaison between the project's community mental health providers, veterans and Behavioral Medicine at the VA Loma Linda Medical Center.

Notify the County as soon as practical if the services of the Peer Counseling Specialist(s) are no longer available, either temporarily or permanently.

Provide a report to the County (in a mutually agreed upon format) detailing the progress of the program and the Peer Counselor(s).

Duty Statement for a Department of Veterans Affairs Peer Counseling Specialist, (Peer Support Technician):

The Peer Support Technician (PST) is an active member of the Behavioral Health Outpatient Service Treatment (BHOST TEAM) and provides peer support services to veterans with serious mental illnesses in the Behavioral Medicine Service under the supervision of the Chief Social Work Section (Social Work Executive). The PST will function as a role model to peers; exhibiting competency in personal recovery and use of coping skills; serve as a consumer advocate, providing consumer information and peer support for veterans in outpatient and inpatient settings. The PST performs a wide range of tasks to assist peers of all ages, from young adult to old age, in regaining independence within the community and mastery over their own recovery process. Recovery resources such as booklets, tapes, pamphlets and other written materials will be utilized by the PST in the provision of services.

Using a formal goal setting process, the PST shall:

- Assist veterans in articulating personal goals for recovery through the use of one-to-one and group sessions. During these sessions the PST will support veterans in identifying and creating goals and developing recovery plans with the skills, strengths, supports and resources to aide them in achieving those goals.
- Assist veterans in determining the steps he/she needs to take in order to achieve these goals and self-directed recovery.
- Lead as well as teach veterans how to facilitate Recovery Dialogues by utilizing standardized methods.

- Assist veterans in setting up and sustaining self-help (mutual support) groups as well as in locating and joining existing groups.
- Utilize tools such as the Wellness Recovery Action Plan (WRAP) to assist veterans in creating their own individual wellness and recovery plans.
- Utilize and teach problem solving techniques with individuals and groups; role play and ongoing discussions will be utilized where veterans will share common problems in daily living and methods they have employed to manage and cope with these problems. As one who has availed themselves of mental health services, the PST will share their own experiences and what skills, strengths, supports and resources they use. As much as possible, the PST will share their own recovery story and as the facilitator of these sessions, will demonstrate how they have directed their own recovery.
- Use ongoing individual and group sessions to teach veterans how to identify and combat negative self-talk and how to identify and overcome fears by providing a forum which allows group members and PST to share their experiences. By using identified literature, tapes role playing, practice sessions, etc., veterans will gain hope, learn to identify their strengths and combat negative self-talk.
- Accompany veterans to community resources and, as necessary, assist in fostering the development of services expansion to facilitate veteran access to these community resources.
- Assist veterans in building social skills in the community that will enhance job acquisition and tenure using such techniques as role play.

Utilizing their recovery, the PST will:

- Teach and role model the value of every individual's recovery experience.
- Assist the veteran in obtaining decent and affordable housing of his/her choice in the most integrated, independent and least intrusive or restrictive environment by taking them out to view housing, either driving them or riding with them on public transportation. The PST models effective coping techniques and self-help strategies.
- Serve as a recovery agent by providing and advocating for any effective recovery based services that will aid the veteran in daily living. This will be an ongoing process that is referred to as recovery.
- Assist in obtaining services that suit the individual's recovery needs by providing names of staff, community resources and groups that may be useful. Inform veterans about community and natural supports and how to use these in the recovery process. Community resources may include, but not be limited to, consumer-run self-help and mutual support services, social security office, Department of Family and Children services, local YMCA, library, restaurants, veterans' service organizations, apartment complexes and other types of housing, etc.
- Assist veterans in developing empowerment skills and combating stigma through self-advocacy. This will be accomplished through regular meetings, individual or group sessions. Through the use of role playing/modeling techniques, the PST provides opportunities for others to show/demonstrate how they have handled similar problems, how to present themselves in certain situations, or how to handle problems that may arise in interactions with others.

- Will work with the veterans and the other treatment team staff to develop a treatment/recovery plan based on each veterans' identified goals. Treatment/Recovery Plans will be reviewed and signed by the Coordinator/Team Leader and other participating treatment staff. The PST will document the following on the client's treatment/recovery plan:
 - o Identified person-centered strengths, needs, abilities and recovery goals
 - o Interventions to assist the veteran with reaching their goals for recovery
 - o Progress made toward goals

The PST shall maintain a working knowledge of current trends and developments in the mental health field by reading books, journals and other relevant materials. The PST shall continue to develop and share recovery materials with others at continuing education seminars and other venues to be developed to support PST's; and attend continuing education seminars and other in-service training when offered.

The PST serves as a liaison with community-based consumer-run and/or consumer-supported organizations to develop and/or foster veterans' community integration and development of natural support and self-reliance strategies. As liaison, the PST identifies community-based self-help and mutual support resources and fosters veteran access via sharing these resources with veterans, other mental health providers and, when necessary, encouraging the organization to expand services sufficient to facilitate veteran access.

Attachment B Fee Schedule

VA Loma Linda shall provide the services to/for the Sharing Partner for an annual fee of \$50,000.00.

Amount shall be billed quarterly based upon performance measures mutually agreed upon by both parties.

Attachment C

COTR Delegation Letter

Date: July 1, 2010

From: Jon M. Wilson

Subj: Delegation of Authority as Contracting Officer's Technical Representative (COTR)

To: Ronald Pitts
Chief Financial Officer

1. You are hereby designated as Contracting Officer's Technical Representative in the administration of Sharing Agreement Number VA262-S-0773. This agreement provides for the selling of VHA health care resources in accordance with Title 38, U.S.C. Section 8153.
2. Subject to the limitations stated elsewhere in this delegation of authority, in connection with this Agreement, you are authorized and responsible for performing the following duties:
 - a. Monitoring the Government's performance of the Agreement and the Sharing Partner's compliance to Agreement requirements. Ensure that Government resources required of the Agreement are provided to Sharing Partner per the terms and conditions of the Agreement. Ensure that all Government resources provided to the Sharing Partner are accounted for and that invoices are provided to the Sharing Partner, in a timely manner, that accurately reflect the resources/work involved. The COTR will ensure that the amounts billed on the invoices conform to the prices reflected on the Agreement. Notify the Contracting Officer immediately if conditions that may preclude the delivery of the Government resources arise and put the Government at risk of failing to comply with the terms and conditions of the Agreement. Notify the Contracting Officer immediately if the Sharing Partner fails to meet any Agreement requirements. This includes, but is not limited to, the timely payment of Government invoices.
 - b. Furnish any technical advice or assistance as required by the Sharing Partner or the Contracting Officer.
 - c. At the completion of the Agreement term, advise the Contracting Officer if all resources required to be furnished and/or performed under the Agreement have been accepted and the amount of the outstanding balance, if any, that the Sharing Partner owes the Government has been paid.
3. This delegation **does not** authorize you to take any other actions including, but not limited to the following, all of which remain the responsibility of the Contracting Officer:
 - a. Making changes to Agreement provisions. This includes changes involving an increase **and/or** decrease in Agreement price as well as no cost changes.
 - b. Extras – Do not agree to providing additional resources on your own. If the Sharing Partner desires to receive additional resources, notify the Contracting Officer.
 - c. Extending agreement period of performance established in the Agreement. If the Sharing Partner desires to extend the Agreement term, notify the Contracting Officer.
 - d. If you or the Sharing Partner desire to terminate the Agreement in whole or in part, notify the Contracting Officer.
4. You may not redelegate the authority granted herein.
5. Under no circumstances are you to assume that the Agreement has been extended or otherwise renewed unless you are informed by the Contracting Officer.
6. This designation shall remain in effect throughout the Agreement life unless sooner revoked in writing by the Contracting Officer or by your reassignment.
7. This delegation of authority revokes all prior delegations issued under this Agreement.

Jon M. Wilson,
Contracting Officer

Please acknowledge receipt of this delegation by signing and returning it to the Contracting Officer. A copy for your file will be provided.

C.O.T.R. _____

Date: _____

Sharing Partner _____

Date: _____