

**Attachment 001 to
FMS Form 7600A Interagency Agreement #VA118-15-M-0057 between
Defense Health Agency and Department of Veterans Affairs for
VISTA Metadata Research and Development**

This is Attachment 001 to the above-referenced Interagency Agreement (IAA) Part A (IAA 7600 Part A) between Department of Veterans Affairs (VA or Requesting Agency) and Defense Health Agency (DHA or Servicing Agency). Collectively, VA and DHA are referred to as the “Parties.” Attachment 001 sets forth the Parties’ agreements with respect to the following sections of IAA 7600 Part A:

- Section 11 Requesting Agency’s Scope
- Section 12 Roles and Responsibilities for the Requesting Agency and Servicing Agency
- Section 13 Restrictions (Unique Requirements)
- Section 15 Disputes
- Section 16 Termination
- Section 21 Additional Requesting Agency and /or Servicing Agency Attachments
(Terms and Conditions)
- Section 22 Annual Review

No fiscal obligations are created through the execution of IAA 7600 Part A. The Parties understand that a fiscal obligation arises only when the Requesting Agency demonstrates a bona fide need for support services covered by IAA 7600 Part A and provides necessary requirements and funding information to the Servicing Agency, and the Parties execute a funding document using IAA 7600 Part B.

11. Requesting Agency’s Scope

11.1 Organizations authorized to request support:

VA, Office of Information and Technology, is hereby authorized to request support services identified in this Attachment 001, Section 11.3 from the Servicing Agency. This authorization extends to the Office of the Chief Information Officer; Office of Quality, Performance & Oversight; Office of Information Protection and Risk Management; Office of Information Technology (IT) Enterprise Strategy, Policy, Plans & Programs; Office of IT Resource

Management; Office of Enterprise Development; Office of Enterprise Operations and Field Development; Financial Service Center; and any other VA office that has a bona fide need for support service of the type and during the period covered by IAA 7600 Part A, provided that such support service is covered by a duly-executed IAA 7600 Part B.

11.2 Organizations authorized to provide support:

The Servicing Agency shall act through the DHA Health Information Technology Directorate, Contract Operations Division, and Chief Acquisitions Executive in providing support services to the Receiving Agency.

11.3 Types of support:

As stated in IAA 7600 Part A, Section 11, the Parties conduct joint VA/DHA research; develop prototypes; and demonstrate, test, evaluate, validate, disseminate and install applications in support of innovative healthcare processes in the area of telehealth and advanced technologies for the warfighter and across the continuum of care. The location of work is usually, but not limited to, Pacific Joint Information Technology Center (JITC). Support services performed by the Servicing Agency shall be in support of this joint research and development; shall be in the area of medical information management/information technology (IM/IT); and shall be subject to the terms and conditions of a duly-executed IAA 7600 Part B. The Servicing Agency may, for example:

- 11.3.1 Provide personnel, program management, materials, administrative support, travel, and technical services required to meet the performance objectives, with primary emphasis in the areas of Program Management, Software Architecture and Technology Support, Application Development Assessment and Information Technology Services;
- 11.3.2 Provide a collaborative demonstration and development environment to identify and gather emerging VA requirements to plan, prototype, test, evaluate and deploy projects and applications of joint interest to the Parties, as available;
- 11.3.3 Conduct research studies, proof of concept demonstrations and prototyping of IM/IT products and creating related Advanced Concept Technology Demonstrations (ACTDs) and work with other programs of record to transition successful ACTDs to acquisition programs;

- 11.3.4 Conduct project planning, project plan development, and project execution to accomplishment of defined objectives;
- 11.3.5 Conduct research and develop prototypes, pilots and proofs-of-concept;
- 11.3.6 Demonstrate, test, evaluate, validate, and disseminate the results of health information technology (HIT) innovation via jointly agreed contract deliverables;
- 11.3.7 On acceptance by both Parties, install the applications in support of innovative healthcare processes in the area of telehealth and advanced information technologies for the warfighter;
- 11.3.8 Work collaboratively with VA to identify and develop joint HIT and telehealth interoperability projects between the Parties. Partners may include Tripler Army Medical Center, VA Pacific Islands Health Care System, Military Health Systems, VA's Office of Information and Technology, and Telemedicine & Advanced Technology Research Center Advanced Information Technology Group, the DoD/VA Interagency Program Office, DHA Program Offices, and other DHA or VA program offices as may be identified by the Parties;
- 11.3.9 Provide resources to support activities related to joint projects at the Pacific JITC and other agreed upon locations, including travel to meetings and briefings on the mainland. This includes participation in VA operational activities that engenders comprehensive knowledge exchange useful in the development of VA/DHA interoperability, biotechnology projects and other related research projects;
- 11.3.10 Provide facility resources including infrastructure, space, parking, security, communications and network access as available.

12. Roles and Responsibilities for the Requesting Agency and Servicing Agency

12.1 General

- 12.1.1 The effective management and use of IAA 7600 Part Bs is a shared responsibility of the Parties.

- 12.1.2 Each Party shall ensure that appropriate security controls are in place with respect to its employees and agents performing support services hereunder.

12.2 Servicing Agency Roles and Responsibilities - DHA shall:

- 12.2.1 Perform support services in accordance with the terms and conditions of IAA 7600 Part Bs;
- 12.2.2 Track and report quality of support services;
- 12.2.3 Bill the Requesting Agency for reimbursable services;
- 12.2.4 Track project status and accrual of costs under the project;
- 12.2.5 Refund overpayments, if any, to the Requesting Agency;
- 12.2.6 When applicable, close out IAA 7600 Part Bs; and
- 12.2.7 Be a good steward of the Requesting Agency's funds, and use these funds in compliance with the requirements of fiscal law.
- 12.2.8 Ensure that this IA is signed by an official(s) who is authorized to sign interagency agreements;

12.3 Requesting Agency Roles and Responsibilities - VA shall:

- 12.3.1 Pay the Servicing Agency for reimbursable services in accordance with Section 21 of this Attachment 001;
- 12.3.2 Provide access to technical personnel as well as VA systems (e.g., complete, un-redacted VistA image) and applications for comprehensive knowledge exchange and development on shared projects, as available;
- 12.3.3 Provide resource to support activities related to joint projects at the Pacific Joint Information Technology Center and other agreed upon locations, including travel to meetings and briefings on the mainland. This includes participation in DHA operational activities that engenders comprehensive knowledge exchange useful in the development of VA/DHA interoperability, biotechnology projects and other related research projects;

- 12.3.4 Apprise the Servicing Agency of all terms, conditions, and requirements to be incorporated into the contract as necessary to comply with the statutes, regulations, and directives that are unique to the Requesting Agency;
- 12.3.5 Assign a financial point of contact (POC) who will sign or obtain the appropriate agency signature on the funding documents;
- 12.3.6 Ensure that this IA is signed by an official(s) who is authorized to sign interagency agreements;
- 12.3.7 Comply fully with applicable procurement regulations and policies in all matters related to this IAA;
- 12.3.8 Identify and document its requirements (i.e., Statement of Work) for submission to the Servicing Agency at the time of funding;
- 12.3.9 Provide full funding for costs described in IAA 7600 Part B, for all services ordered;
- 12.3.10 Provide information on security requirements for the IAA 7600 Part A and subsequent IAA 7600 Part Bs;
- 12.3.11 Provide funding for incrementally funded requirements in a timely manner and in increments consistent with the project's structure;
- 12.3.12 For each requirement submitted under this IAA, designate and provide the contact information for an appropriate POC;
- 12.3.13 Coordinate with the Requesting Agency's security office to ensure that Servicing Agency clearances are on file and are appropriate for the effort;
- 12.3.14 Track, measure, and evaluate the Servicing Agency's performance and report to the Servicing Agency POC per the Part B as outlined in the accompanying Statement of Work;
- 12.3.15 VA intends to assign a VA Project Manager (PM) for each 7600B for payment purposes. PMs are not to authorize work, change any contractual documents, modify the authorized scope of work, or authorize accrual of costs without approval by the VA Contract Officer.

- 12.3.16 Advise the Servicing Agency immediately of any problems or changed conditions that affect performance by the Servicing Agency;
- 12.3.17 Receive, inspect, and then either reject or accept the services and / or commodities within 30 days of receipt, and forward a receiving report to the Servicing Agency Project Manager.

Note: It is critical that the Requesting Agency properly carry out its responsibility to ensure services are received and the quality is acceptable. The Servicing Agency encourages site visits, actual inspections, and close review of all deliverables to ensure that the Receiving Agency receives the value of contracted services.

- 12.3.18 Identify unique terms, conditions, or requirements that must be incorporated into subsequent IAA 7600 Part Bs;
- 12.3.19. Support 7600B close-out functions, to include providing appropriate funding for Servicing Agency assisted services fees and to satisfy settlement agreements and claims, and by accepting any excess funds returned by the Servicing Agency;
- 12.3.23. Be a good steward of the agency's funds, and to use these funds in compliance with the requirements of fiscal law.

13. Restrictions (Unique Requirements)

The Servicing Agency's ability to perform services hereunder depends on availability of and access to the Pacific JITC Integrated Test and Evaluation Center lab in Kihei, Maui, or other comparable sites. Performance of the services will require access to space for frequent ad hoc meetings and substantial laboratory time.

15. Disputes

- 15.1 Disputes related to this IAA shall be resolved in accordance with instructions in the Treasury Financial Manual Volume I, Part 2, Chapter 4700, Appendix 10; Intragovernmental Business Rules.
- 15.2 If an IAA 7600 Part B is terminated or cancelled or a dispute or protest arises, appropriate action will be taken in accordance with the terms of the contract and applicable laws and regulations. The Requesting Agency shall be responsible for all costs associated with termination, disputes, and protests, including settlement costs,

except the Requesting Agency shall not be responsible to the Servicing Agency for costs associated with actions that stem from errors in performing the responsibilities assigned to the Servicing Agency. The Servicing Agency shall consult with the Requesting Agency before agreeing to a settlement or payments to ensure that the Servicing Agency has adequate time in which to raise or address any fiscal or budgetary concerns arising from the proposed payment or settlement.

16. Termination

- 16.1 This IAA 7600 Part A may be terminated upon thirty (30) calendar days written notice by either Party to the other, or upon mutual agreement. Termination of IAA 7600 Part A shall also serve to terminate implementing IAA 7600 Part Bs.
- 16.2 If the Servicing Agency incurs costs due to the Requesting Agency's failure to give the requisite notice of its intent to terminate the IAA Part 7600B, the Requesting Agency shall pay any actual costs incurred by the Servicing Agency as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice.

21. General Terms & Conditions:

21.1 Billing and Payment

- 21.1.1 The Requesting Agency will pay the Servicing Agency for costs of each IAA 7600 Part B order upon proper presentation to the Requesting Agency's authorized Project Manager. Billings may include the amounts due under the contract or order plus any assisted service fees identified in individual IAA 7600 Part Bs associated with this IAA 7600 Part A. The Requesting Agency is responsible for prompt payments of all billings properly presented.
- 21.1.2 Reimbursable billings are delinquent when they are thirty (30) or more calendar days old (from date of the billing). When billings remain delinquent over sixty (60) calendar days and the Requesting Agency has not indicated a problem regarding services, the Servicing Agency may choose not to award any new IAA 7600 Part Bs or modifications to existing IAA 7600 Part Bs for the Requesting Agency and termination of existing services will be considered and negotiated with the Requesting Agency.

21.2 Amendments

Any amendments to the terms and conditions in IAA 7600 Part A shall be made in writing and signed by both Parties.

21.3 Interpretation of IAA

- 21.3.1 If the Parties are unable to agree about a material aspect of either IAA 7600 Part A or IAA 7600 Part B, the Parties agree to engage in an effort to reach mutual agreement in the proper interpretation of this IAA, including any amendment to this IAA, as necessary, by escalating the dispute within their respective organizations.
- 21.3.2 If a dispute related to funding remains unresolved for more than sixty (60) calendar days after the Parties have engaged in an escalation of the dispute, the Parties agree to refer the matter to their respective Chief Financial Officers (CFO) with a recommendation that the Parties submit the dispute to the CFO Council Intragovernmental Dispute Resolution Committee for review in accordance with Section VII of Attachment 1 to the Treasury Financial Manual, Volume 1, Bulletin No. 2007-03, Intragovernmental Transactions, Subject: Intragovernmental Business Rules, or subsequent guidance.

22. Review of IAA 7600 Part A

- 22.1 The Parties agree to review jointly the terms and conditions in IAA 7600 Part A at least annually. Appropriate changes will be made by amendment to IAA 7600 Part A executed in accordance with IAA 7600 Part A, Section 22.
- 22.2 The Parties further agree to review performance under IAA 7600 Part A to determine if expectations are being met and document a summary of their assessment at least every six months. Each Party's responsible reviewing official shall sign and date the assessment.
- 22.3 Each performance assessment will consider, at a minimum, the quality and timeliness of each Party's overall execution of responsibilities assigned under this IAA, including each Party's responsiveness to requests made by the other Party. Information to be evaluated will be obtained through a sampling of records and interviews.