

United States Government
Interagency Agreement (IAA) – Agreement Between Federal Agencies
General Terms and Conditions (GT&C) Section

IAA Number VA101 - 0000 - 11-X-0014
 GT&C # _____ Order # Amendment/Mod # _____

DEPARTMENT AND/OR AGENCY		
1.	Requesting Agency of Products/Services	Servicing Agency Providing Products/Services
	Name Department of Veterans Affairs ("DVA")	Department of the Army ("DA")
	Address	HQ USAEC, 441 G Street, NW Washington, DC 20314
2. Servicing Agency Agreement Tracking Number (Optional) <u>VA101-11-X-0014</u>		
3. Assisted Acquisition Agreement Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
4. GT&C Action (Check action being taken)		
<input checked="" type="checkbox"/> New		
<input type="checkbox"/> Amendment – Complete only the GT&C blocks being changed and explain the changes being made.		
<input type="checkbox"/> Cancellation – Provide a brief explanation for the IAA cancellation and complete the effective End Date.		
5. Agreement Period Start Date <u>03-18-2011</u> End Date <u>03-17-2016</u> of IAA or effective cancellation date <small>MM-DD-YYYY MM-DD-YYYY</small>		
6. Recurring Agreement (Check One) A Recurring Agreement will continue, unless a notice to discontinue is received.		
Yes <input type="checkbox"/> If Yes, is this an: Annual Renewal <input type="checkbox"/>		
Other Renewal <input type="checkbox"/> State the other renewal period: _____		
No <input checked="" type="checkbox"/>		
7. Agreement Type (Check One) <input type="checkbox"/> Single Order IAA <input checked="" type="checkbox"/> Multiple Order IAA		
8. Are Advance Payments Allowed for this IAA (Check One) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If Yes is checked, enter Requesting Agency's Statutory Authority Title and Citation Economy Act, 31 U.S.C. 1535(b) ("payment may be in advance or on providing the goods or services ordered...").		
Note: Specific advance amounts will be captured on each related Order.		

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9. Estimated Agreement Amount (The Servicing Agency completes all information for the estimated agreement amount.) (Optional for Assisted Acquisitions)				
Direct Cost _____ Overhead Fees & Charges _____ Total Estimated Amount _____ \$0.00	Provide a general explanation of the Overhead Fees & Charges Because this is a Multiple Order IAA that may be used by multiple sub-entities of the signatories, the total amount of the services that may be rendered under this IAA may not be reasonably estimated. An estimate of the value of the services to be rendered will be included on each Order Requirements and Funding Information request ("Order") on FMS Form 7-10 7600B.			
10. STATUTORY AUTHORITY				
a. Requesting Agency's Authority (Check One)				
Franchise Fund	Revolving Fund	Working Capital Fund	Economy Act (31 U.S.C. 1535/FAR 17.5)	Other Authority
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fill in Statutory Authority Title and Citation for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority				
b. Servicing Agency's Authority (Check One)				
Franchise Fund	Revolving Fund	Working Capital Fund	Economy Act (31 U.S.C. 1535/FAR 17.5)	Other Authority
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fill in Statutory Authority Title and Citation for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority				
11. Requesting Agency's Scope (State and/or list attachments that support Requesting Agency's Scope.) See paragraph 11 to the Appendix.				
12. Roles & Responsibilities for the Requesting Agency and Servicing Agency (State and/or list attachments for the roles and responsibilities for the Requesting Agency and the Servicing Agency.) See paragraph 12 to the Appendix.				

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13. Restrictions (Optional) (State and/or attach unique requirements and/or mission specific restrictions specific to this IAA).
See paragraph 13 to the Appendix.

14. Assisted Acquisition Small Business Credit Clause (The Servicing Agency will allocate the socio-economic credit to the Requesting Agency for any contract actions it has executed on behalf of the Requesting Agency.)

15. Disputes: Disputes related to this IAA shall be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, *Intragovernmental Business Rules* Bulletin, available on the TFM Web site at <http://www.fms.treas.gov/tfm/vol1/bull.html>. See also Appendix Para. 15 for initial dispute resolution procedures.

16. Termination (Insert the number of days that this IAA may be terminated by written notice by either the Requesting or Servicing Agency.)

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If this agreement is canceled, any implementing contract/order may also be canceled. If the IAA is terminated, the agencies shall agree to the terms of the termination, including costs attributable to each party and the disposition of awarded and pending actions.

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, 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.

17. Assisted Acquisition Agreements – Requesting Agency's Organizations Authorized To Request Acquisition Assistance for this IAA. (State or attach a list of Requesting Agency's organizations authorized to request acquisition assistance for this IAA.)
Individual VISNs, Medical Centers, and other DVA organizations with services that are within the scope of this IAA.

18. Assisted Acquisition Agreements – Servicing Agency's Organizations authorized to Provide Acquisition Assistance for this IAA. (State or attach a list of Servicing Agency's organizations authorized to provide acquisition for this IAA.)

All USACE entities including USACE Districts, Centers, Laboratories, Divisions, and Directorates are authorized to provide assistance under this IAA.

19. Requesting Agency Clause(s) (Optional) (State and/or attach any additional Requesting Agency clauses.)
See paragraph 19 to the Appendix.

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20. Servicing Agency Clause(s) (Optional) (State and/or attach any additional Servicing Agency clauses.)

Applicable DVA clauses are listed in the relevant block an dAppendix to this form.

21. Additional Requesting Agency and/or Servicing Agency Attachments (Optional) (State and/or attach any additional Requesting Agency and/or Servicing Agency attachments.)

No additional Attachments. See the Appendix for a complete list of Attachments.

22. Annual Review of IAA

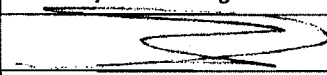
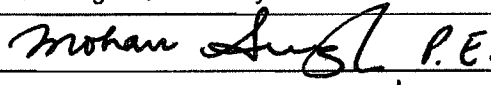
By signing this agreement, the parties agree to annually review the IAA if the agreement period exceeds one year. Appropriate changes will be made by amendment to the GT&C and/or modification to any affected Order(s).

AGENCY OFFICIAL

The Agency Official is the highest level accepting authority or official as designated by the Requesting Agency and Servicing Agency to sign this agreement. Each Agency Official must ensure that the general terms and conditions are properly defined, including the stated statutory authorities, and, that the scope of work can be fulfilled per the agreement.

The Agreement Period Start Date (Block 5) must be the same as or later than the signature dates.

Actual work for this IAA may NOT begin until an Order has been signed by the appropriate individuals, as stated in the Instructions for Blocks 37 and 38.

	Requesting Agency	Servicing Agency
Name	F.K. Bajowski, Jr.	Mohan Singh, P.E.
Title	Supervisory Contracting Officer	Chief, Interagency and International Community of Prac
Telephone Number(s)	(202) 756-1496	(202) 761-8656
Fax Number		(202) 761-1829
Email Address	frank.bajowski@va.gov	Mohan.singh@usace.army.mil
SIGNATURE		
Approval Date	03-18-2011	03-18-2011

**United States Government
Interagency Agreement (IAA) – Agreement Between Federal Agencies**

**Appendix to the
General Terms and Conditions (GT&C) Section to the
IAA between the
Department of Veterans Affairs (VA) and the
Department of the Army (DA)**

IAA Number VA101 - 11-X - 0014 GT&C # Order # Amendment/Mod #

11. Requesting Agency's Scope (State and/or list attachments that support the Requesting Agency's Scope.)

DA will collaborate with VA to procure planning, design, engineering, and construction management services and related work. These services include all levels of contracting and project management support and will be defined by individual medical facilities in accordance with the local need and set forth on an Order Requirements and Funding Information request ("Order") on FMS Form 7/10 7600B. Support, assistance, and services DA may provide include: technical investigations, including feasibility studies and design reviews; project management; real estate services for delegated leases (less than 10,000 square feet, less than \$300,000 annual un-serviced rent, and not a capital lease); development of acquisition and source selection plans, sources sought notices, contract solicitation of offers (SFO) documents, VA requirements review prior to issuing the SFO, SFO issuance, receiving/evaluating offers, negotiations, and reviewing VA requirements prior to award; support and services in matters relating to design, engineering, construction, environmental, contracting, contract administration, and program administration for Non-recurring Maintenance (NRM) and minor construction projects.

**Appendix to the
General Terms and Conditions (GT&C) Section to the
IAA between VA and DA**

12. Roles & Responsibilities for the Requesting Agency and Servicing Agency (State and/or list attachments for the roles and responsibilities for the Requesting Agency and the Servicing Agency.)

A. In order to provide for consistent and effective communication between the VA and the DA, each party shall appoint a Principal Representative to serve as its central point of contact on matters relating to this IAA. Additional representatives may also be appointed to serve as points of contact on each subsequent Order on FMS Form 7-10 7600B.

B. Goods or services shall be provided under this IAA only after an appropriate Order has been signed by a representative of each party authorized to execute that Order. Upon signature by each parties' representative, an Order shall constitute a valid Economy Act order.

C. In response to requests from the VA for DA assistance under this IAA, the DA and the VA shall execute an Order which must include:

1. A detailed scope of work statement;
2. Schedules;
3. Funding arrangements, including whether payment shall be in advance or by reimbursement;
4. The amount of funds required and available to accomplish the scope of work as stated above;
5. The VA's fund citation and the date upon which the cited funds expired for obligation purposes;
6. Identification of individual project managers (if known);
7. Identification of the types of contracts to be used (if known);
8. Types and frequencies of reports;
9. Identification of which party is to be responsible for: government-furnished equipment; contract administration; records maintenance; rights to data, software, and intellectual property; and contract audits;
10. Procedures for amending or modifying the Order; and
11. Such other particulars as are necessary to describe clearly the obligations of the parties with respect to the requested goods and services.

D. Specific Responsibilities of Department of the Army.

1. The DA shall provide the VA with goods or services in accordance with the purpose, terms and conditions of this IAA and with specific requirements set forth in the Orders and implementing arrangements.
2. The DA shall identify authorized DA representatives to sign the Orders.
3. The DA shall use its best efforts to provide the goods or services either by contract or by in-house effort.
4. The DA shall provide detailed period progress, financial, and other reports to the VA as agreed in the Orders. Financial reports shall include information on all funds received, obligated, and expended, and on forecast obligations and expenditures.

**Appendix to the
General Terms and Conditions (GT&C) Section to the
IAA between VA and DA**

12. Roles & Responsibilities for the Requesting Agency and Servicing Agency (State and/or list attachments for the roles and responsibilities for the Requesting Agency and the Servicing Agency.)

E. Specific Responsibilities of Veterans Affairs.

1. The VA shall certify, prior to the execution of each Order under this IAA, that the Order complies with the requirements of the Economy Act.
2. The VA shall be pay all costs associated with the DA's provision of goods or services under this IAA and shall certify, at the time of the signature of the Order, the availability of funds necessary to accomplish that Order.
3. The VA shall ensure that only authorized VA contracting officers sign Orders.
4. The VA shall develop Orders to include scope of work statements and an independent government cost estimate.
5. The VA shall obtain for the DA all necessary access to work sites and support facilities, and shall perform all coordination with and obtain permits from state and local agencies, as necessary during the execution of each Order.

**Appendix to the
General Terms and Conditions (GT&C) Section to the
IAA between VA and DA**

13. Restrictions (Optional) (State and/or attach unique requirements and/or mission specific restrictions specific to this IAA).

A. Funding & Responsibility for Costs.

1. The VA shall pay all costs associated with the DA's provision of goods or services under this IAA. For Orders for work estimated to cost more than \$250,000 total in contracts and in-house services or \$50,000 in contracts, the DA shall bill the VA in advance and the VA shall provide the necessary funds in advance. For Orders for work valued at less than these amounts, the VA may reimburse the DA for the goods or services. For these lesser requirements, the DA shall bill the VA monthly for costs incurred, using Standard Form ("SF") 1080, Voucher for Transfers between Appropriations and/or Funds, and the VA shall reimburse the DA within 30 days of receipt of an SF 30.
2. If the DA forecasts its actual costs under an Order to exceed the amount of funds available under that Order, it shall promptly notify the VA of the amount of additional funds necessary to complete the work under that Order. The VA shall either provide the additional funds to the DA, require that the scope of work be limited to that which can be paid for by the then-available funds, or direct termination of the work under that Order.
3. Within 90 days of completing the work under an Order, the DA shall conduct an accounting to determine the actual costs of the work. Within 30 days of this accounting, the DA shall return to the VA any funds advanced in excess of the actual costs as then known, or the VA shall provide any additional funds necessary to cover the actual costs as then known. Such an accounting shall in no way limit the VA's duty in accordance with Paragraph 13.A.4 of this IAA to pay for any costs, such as contract claims or other liability, which may become known after the final accounting.
4. If liability of any kind is imposed on the United States relating to the DA's provision of goods or services under this IAA or a subsequent Order, the DA will accept responsibility for its actions, but the VA shall remain responsible as the program proponent for providing such funds as are necessary to discharge the liability, and all related costs. This obligation extends to all funds legally available to discharge this liability, including funds that may be made legally available through transfer, reprogramming, or other means. Should the VA have insufficient funds legally available, including funds that may be made legally available through transfer, reprogramming, or other means, they remain responsible for seeking additional funds from Congress for such purposes, subject to OMB approval. Nothing in this IAA shall be construed to imply that Congress will, at a later date, appropriate funds sufficient to meet deficiencies.
5. Notwithstanding the above, this IAA does not confer any liability upon the VA for claims payable by the DA under the Federal Tort Claims Act. Provided further that nothing in this IAA is intended or will be construed to create any rights or remedies for any third party and no third party is intend to be a beneficiary of this IAA.

B. Requests for Equitable Adjustment, Contract Claims and Disputes.

1. Unless otherwise required by law, all contract work undertaken by DA shall be governed by the

**Appendix to the
General Terms and Conditions (GT&C) Section to the
IAA between VA and DA**

13. Restrictions (Optional) (State and/or attach unique requirements and/or mission specific restrictions specific to this IAA).

Federal Acquisition Regulations (FAR) and DA policies and procedures. All requests for equitable adjustment (REA), claims, and disputes by contractors or DA arising under or relating to contracts awarded by the DA shall be resolved in accordance with federal law, applicable case law, and the terms of the individual contract. The DA shall have dispute resolution authority for these REAs, claims, and disputes but must provide VA a reasonable opportunity to provide input prior to final resolution. Any contracting officer's final decision may be appealed by the contractor pursuant to the Contract Disputes Act of 1978 (41 U.S.C. §§ 601-603). The Armed Services Board of Contract Appeals (ASBCA) is designated as the appropriate board of contract appeals. In lieu of appealing to the ASBCA (or its successor), the contractor may bring an action directly to the United States Court of Federal Claims.

2. The DA shall be responsible for handling all claims and disputes arising under or relating to the contracts, including electing to utilize Alternative Dispute Resolution (ADR) proceedings at any stage of the dispute process and representing VA in such ADRs, representing VA in litigation resulting from appeals filed before the ASBCA, and coordinating with the Department of Justice as appropriate when appeals are filed in the United States Court of Federal Claims. The DA shall notify the VA of any such dispute, claim, or litigation and afford the VA a reasonable opportunity to review and comment on the DA's proposed course of action in handling disputes and claims, litigation strategy, and any resulting settlement negotiations.

C. Public Information.

Justification and explanation of the VA's programs before Congress and other agencies, departments, and offices of the Executive Branch shall be the responsibility of the VA. The DA may provide, upon request, any assistance necessary to support the VA's justification or explanations of the VA's programs conducted under this IAA. In general, the VA is responsible for all public information. The DA may make public announcements and respond to all inquiries relating to the ordinary procurement and contract award and administration process. The VA or the DA shall make its best efforts to give the other party advance notice before making any public statement regarding work contemplated, undertaken, or completed pursuant to Orders under this IAA.

D. Amendment, Modification, and Termination.

This IAA may be modified or amended only by written, mutual agreement of the parties on an applicable FMS Form 7600 document. Termination shall be governed by Paragraph 16 of the GT&C Section of this IAA.

**Appendix to the
General Terms and Conditions (GT&C) Section to the
IAA between VA and DA**

15. Dispute Resolution.

A. If the Servicing Agency and Requesting Agency are unable to agree about interpreting or applying a material aspect of either this IAA or an Order, the parties agree to engage in an effort to reach mutual agreement in the proper interpretation of this IAA or the Order, including amendment of this IAA or the Order, as necessary, by escalating the dispute within their respective organizations.

B. If a dispute related to funding remains unresolved for more than 90 calendar days after the parties have engaged in an escalation of the dispute, the parties agree to refer the matter to their respective organizations for resolution in accordance with the instructions provided in the Treasury Financial Manual (TFM) Volume 1, *Intragovernmental Business Rules* Bulletin, available on the TFM website at <http://www.fms.treas.gov/tfm/vol1/bull.html>.

**Appendix to the
General Terms and Conditions (GT&C) Section to the
IAA between VA and DA**

19. Requesting Agency Clause(s) (optional) (State and/or attach any additional Requesting Agency clauses).

A. Small Business Credit

1. Any contract actions executed by the Servicing Agency on behalf of the Requesting Agency will allocate the socio-economic credit to the Requesting Agency at the lowest FIPS 95-2 Agency/Bureau component as identified by the Requesting Agency. If the code is not provided, the Servicing Agency will allocate the credit to the highest Requesting Agency FIPS 95-2 Code.
2. The Servicing Agency, to the maximum extent feasible, shall comply with the Requesting Agency's socioeconomic goals, preferences and mandated priorities for contracting with veteran-owned and service-disabled veteran-owned small businesses. The sole source and set-aside acquisition authorities for such small businesses are set forth at 38 U.S.C. §8127.
3. Nothing in the above provision can be construed to supersede or otherwise affect the authorities provided under the Small Business Act.

B. VA Security Requirements.

1. This IAA is subject to VAAR 852.273.75 Security Requirements for Unclassified Information Technology Resources (Interim – October 2008). In the event of a conflict between this regulation and any rules, regulations, policies, directives, etc. pertaining to the DA, the parties shall resolve the conflict through consultation. Under no circumstance will a party be required to take an action that would require the party to violate its own applicable security requirements.
2. The contractor and their personnel shall be subject to the same Federal laws, regulations, standards, and VA policies as VA personnel regarding information and information system security. These include, but are not limited to Federal 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 & Technology (NIST). This also includes the use of common security configurations available from NIST's Web site at: <http://checklists.nist.gov>.
3. To ensure that appropriate security controls are in place, contractors must follow the procedures set forth in "VA Information and Information Security/Privacy Requirements for IT Contracts" located at the following Web site:
http://www.iprm.oit.va.gov/docs/Security_and_Privacy_Requirements_for_IT_Contracts_Attachment.pdf [formerly- <http://iprm.oit.va.gov>].

C. This Agreement and all subsequent Orders are further subject to the statutory requirement to assess liquidated damages against contractors and/or subcontractors under 38 U.S.C. §5725 in the event of a breach of Sensitive Personal Information (SPI)/Personally Identifiable Information (PII). Said liquidated damages shall be assessed at \$37.50 per affected Veteran or beneficiary. A breach in this context includes the unauthorized acquisition, access, use, or disclosure of VA SPI which compromises not only the information's security or privacy but that of the Veteran or beneficiary as well as the potential exposure or wrongful disclosure of such information as a result of a failure to follow proper data security controls and protocols.