

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION: All contract administration matters, including management of CPARS, will be handled by the following individuals:

a. **CONTRACTOR:**

Point of Contact/Title: _____

Telephone Number: _____

Fax Number: _____

Email: _____

DUNS Number: _____

Tax Identification Number (TIN): _____

b. **CPARS Coordinator:** _____

Point of Contact/Title: _____

Telephone Number: _____

Fax Number: _____

Email: _____

c. **GOVERNMENT:** Pamela J. Brown, Contracting Officer or designee
Great Lakes Acquisition Center (GLAC)
Department of Veterans Affairs
115 S 84th Street, Suite 101
Milwaukee WI 53214-1476
Phone: (414) 844-4825
Fax: (414) 844-4891

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with FAR 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration.

3. INVOICES: Payments shall be made *monthly* in arrears upon receipt of a properly prepared invoice. In order to comply with the Improper Payment Elimination and Recovery Act of 2010 (IPERA), the VA has mandated electronic invoice submission to the Veterans Affairs Financial Services Center (VAFSC). VAFSC has partnered with OB10 e-Invoicing network, for submissions of all electronic invoices to VA. OB10 electronic invoicing is free to all VA vendors. In order to submit electronic invoices, all VA vendors must register with OB10 by submitting an email to VA.Registration@ob10.com or calling 1-877-752-0900 option 2 for Enrollment.

Contractor shall submit an electronic invoice by the tenth (10th) of the following month services were performed to the Veterans Affairs Financial Services Center (VAFSC) e-Invoice through the website at

<https://portal.ob10.com/Login.aspx>. For questions regarding the submission of VA electronic invoices, OB10 customer service may be contacted at 1-877-489-6135.

All invoices shall reference the vendor name and address, customer name, contract number, appropriate obligation/funding order number, description of services provided, quantity, unit price, and total invoice amount. Invoices shall also include any payment discount terms.

For questions regarding invoice receipt or payment, please call VAFSC directly at 1-877-353-9791 or email vafscshd@va.gov.

4. SUBCONTRACTING MONITOR AND COMPLIANCE:

a. SUBCONTRACTING COMMITMENTS

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments.

b. SUBCONTRACTING PLAN

This solicitation includes FAR 52.219-9, Small Business Subcontracting Plan, and VAAR 852.219-9, VA Small Business Subcontracting Plan Minimum Requirement. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing the contractor's compliance with the plan, including reviewing the contractor's accomplishments in achieving the subcontracting goals in the plan. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA

determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting plan.

c. SUPPORT CONTRACTORS

Support contractors may be required to access the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments and subcontracting plan.

5. SUBCONTRACTORS

Any subcontractor utilized by the Contractor for the provision of services required under this contract must meet the same qualifications as specified herein for the Contractor. A subcontracting plan is required in accordance with Federal Acquisition Regulation 19. Any proposed subcontracting plan must be submitted. The VA's current departmental goals are:

Service Disabled Veteran Owned Small Business	Veteran Owned Small Business	Small Disadvantaged Business	Women Owned Small Business	Certified HUBZone Small Business	Small Business
3.00%	5.00%	5.00%	5.00%	3.00%	17.5%

B.2 SCHEDULE OF SERVICES/PRICE

AUTHORITY: The Department of Veterans Affairs intends to purchase Health Care Resources for beneficiaries of the Clement J. Zablocki VAMC, 5000 W. National Ave., Milwaukee, WI 53295 in accordance with 38 U.S.C. 8153.

1. REQUIREMENTS

a. The contractor is to provide Radiation Oncology Physicist Services in accordance with the pricing, specifications, terms and conditions listed herein. All work performed under this contract will be completed at the VA.

b. The Department of Veteran Affairs, specifically Clement J. Zablocki VAMC, is a federal agency. In accordance with FAR 29.203 and VAAR 829.302, the federal government is exempt from state and local taxes.

c. This procurement is being conducted under Federal Acquisition Regulation (FAR) combination of Part 12, Acquisition of Commercial Items and FAR Subpart 13.5 Test Program for Certain Commercial Items and 38 U.S.C. 8153 for Enhanced Health Care Resources. Simplified procedures for soliciting competition, evaluation, and award documentation and notification will be used.

d. It is the Government's intent to evaluate and make an award without discussions, unless discussions are determined to be necessary. Therefore, each initial offer should contain the offeror's best terms from a cost/price and technical standpoint.

2. TECHNICAL PROPOSAL

a. As listed in other sections herein, the contractor must provide description of company background information, explaining number of years performing the required services.

b. Provide copies of Contractor:

- Current accreditations
- Insurance
- Licenses
- Recent inspection reports for prime contractor and any subcontractors performing services

c. Provide copies of the following information on any Providers (physicists) to be assigned to perform under this contract:

- Curriculum Vitae
- Copies of any active, unrestricted license and current certifications/credentials

d. Provide copy of the current Quality Control Plan in use.

SAM is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. SAM registration can be completed at <https://www.sam.gov/portal/public/SAM/>

e. Any questions concerning this solicitation should be submitted to the contracting officer in writing via email at pamela.brown17@va.gov by 2:00pm CDT on October 07, 2013.

OFFERS ARE DUE OCTOBER 11, 2013 BY 2:00PM CENTRAL DAYLIGHT TIME (CDT).

3. SCHEDULE OF SERVICES/PRICE

a. BASE YEAR - 01 November 2013 through 31 October 2014					
CLIN	Description	Unit	Quantity	Price	Estimated Total
0001	Radiation Oncology Physicist Services	Hour	2493	\$	\$
0002	Lead Radiation Oncology Physicist Services	Hour	2080	\$	\$
	Total Base Year				\$

b. OPTION YEAR 1- 01 November 2014 through 31 October 2015					
CLIN	Description	Unit	Quantity	Price	Estimated Total
1001	Radiation Oncology Physicist Services	Hour	2493	\$	\$
1002	Lead Radiation Oncology Physicist Services	Hour	2080	\$	\$
	Total Option Year 1				\$

c. OPTION YEAR 2 – 01 November 2015 through 31 October 2016					
CLIN	Description	Unit	Quantity	Price	Estimated Total
2001	Radiation Oncology Physicist Services	Hour	2493	\$	\$
2002	Lead Radiation Oncology Physicist Services	Hour	2080	\$	\$
	Total Option Year 2				\$

d. OPTION YEAR 3 – 01 November 2016 through 31 October 2017					
CLIN	Description	Unit	Quantity	Price	Estimated Total
3001	Radiation Oncology Physicist Services	Hour	2493	\$	\$
3002	Lead Radiation Oncology Physicist Services	Hour	2080	\$	\$
	Total Option Year 3				\$

e. OPTION YEAR 4 – 01 November 2017 through 31 October 2018					
CLIN	Description	Unit	Quantity	Price	Estimated Total
4001	Radiation Oncology Physicist Services	Hour	2493	\$	\$
4002	Lead Radiation Oncology Physicist Services	Hour	2080	\$	\$
	Total Option Year 4				\$

f. Estimated contract total (Base + four option years) \$_____

g. Orders placed against this schedule may only be issued by the Contracting Officer or designee of the

Great Lakes Acquisition Center (GLAC), Department of Veterans Affairs.

B.3 PERFORMANCE WORK STATEMENT

Radiation Oncology Physicist

Contractor is to provide **2.20 FTEE** Radiation Oncology Physicist Services at the Clement J. Zablocki VAMC, 5000 W National Avenue, Milwaukee, WI 53295

1. General Contract Requirements:

- a) The Contractor's Physicists shall provide services **Monday-Friday 7:30am-5:30pm** at the Clement J. Zablocki VAMC. The Radiation Oncology Clinic at the Milwaukee VAMC will schedule the last patient at 5:00pm. The Radiation Oncology Clinic hours may need to be adjusted, at times, in order to accommodate facility construction and/or meet clinical demands. Any clinic cancellations or contract staffing deviations must be approved by the VA in accordance with VA policy. The VA Radiation Oncology program provides patient care 5 days a week. (See Station Memorandum 11-44) The contractor will also be required to provide a working Lead Radiation Oncology Physicist (as a part of the 2.2 FTEE) to oversee all physics and dosimetry aspects.

- b) Services shall be provided in accordance with all applicable federal and state laws, rules and regulations and applicable rules and regulations of the VA. Standards and guidelines of the American College of Radiology (ACR) will be followed.
- c) Contractor's physicists shall also have thorough knowledge and experience complying with the most current version of the American College of Radiology (ACR) Technical Standard for the Performance of Radiation Oncology Physics for External Beam Therapy.
- d) Contractor's physicists shall be familiar and have hands-on experience in documentation and completion with the most current version of the following Task Group Reports from the American Association of Physicists in Medicine: 24, 25, 26, 27, 28, 34, 36, 39, 40, 45, 51, 53, 58, 62, 63, 66, 70, 73, 74, 76, 86, 101, 103, 104, 106, 114, 119, 142, 166, 179, and 204. These can be found at: <http://www.aapm.org/pubs/reports/>
- e) The VA Chief of Staff will provide administrative direction and/or professional guidance to the contractor and the contractor's employees.

2. Radiation Oncology Physicist Services – 1.2 Full Time Equivalent Employee (FTEE)

Contractor shall provide an **estimated 2493 hours** or **1.2 FTEE** Board Eligible/Board Certified Radiation Physicists. The contractor's Radiation Oncology Physicist shall be Master's Degree (Master of Science in Physics or similar degree) prepared (PhD preferred) Board Certified/ Board Eligible (by the American Board of Medical Physicists or the American Radiology Board) Radiation Oncology Physicist(s), with a minimum of 2 years experience. Contractor's Radiation Physicists will be required to perform all examinations for the area to which they are assigned and the standard of care shall be equal to that provided by the VA. Radiation Oncology Physicist duties include, but are not limited to: support for technical questions regarding patient's treatment, equipment planning, support, calibration (equipment and treatment units) and maintenance, quality control and quality assurance related activities, physics chart reviews and consultations. The contractor will also provide planning and support for Intensity Modulated Radiation Therapy (IMRT) delivery.

- a) **Support:** The contractor shall support the radiation oncologists, dosimetrists, nurses and radiation therapists with regard to any technical questions relative to the treatment of any specific patient. The physicist shall oversee data transfer and fusing of imaging data, tumor and normal structure volume definition, prescription goal and isodose distribution, plan development, review of dose volume histograms, dose calculation and accelerator data transfer, individual patient specific QA and associated documentation and weekly monitoring of all treatment delivery. As ordered and prescribed by the radiation oncologist, patients will be provided with special physicist consultations and special dosimetry with appropriate written reports, using diodes, ion chamber measurements or film densitometry. The physicists shall be available, when necessary, for consultation with the Radiation Oncologist and to provide advice or direction to technical staff when radiation treatments are being planned or when patients are being treated. When possible, the physicist should be present to observe and/or help supervise complicated simulations and/or treatment set-ups.

- b) **Equipment:** The contractor shall provide specifications for the ongoing development of the VA's treatment facility, including physics planning. These specifications will include equipment requirements and planning services. Any new equipment will be commissioned and tested in accordance with national standards by the physicist before the equipment is used for patient services. The contractor physicist shall participate in the specification, selection, and acceptance of radiation-producing machines, accessories, and computerized treatment planning systems. The physics staff should also oversee arrangements for proper maintenance of this equipment. Furthermore, the physicist shall determine the need for, specify, and have access to dosimetry and treatment planning equipment, including planning and support for Modulated Radiation Therapy (IMRT) treatment delivery. **The contractor must have experience working with and knowledge of the Siemens Artiste Linear Accelerator & Siemens Oncore Linear Accelerator.**
- c) **Calibration:** The contractor shall calibrate each treatment unit annually in a manner consistent with state and national requirements. A written report of the calibration shall be provided to the Clement J. Zablocki VAMC for placement in its files. The calibration will be performed by a Board Certified Medical physicist. Following calibration, the report generated will be evaluated and countersigned by a Board Certified Medical Physicist. The Physicist will coordinate, complete thermoluminescent dosimeter (TLD) measurements and submit results annually for third party calibration analysis. This analysis is meant to confirm that our monthly and annual calibrations are accurate and delivering radiation beam as prescribed.
- d) **Quality Management Program:** The contractor shall provide and establish a quality management program that monitors and evaluates critical radiation oncology equipment performance parameters to include: treatment units, simulator, treatment planning computer, record and verify computer and other ancillary equipment. The physicist is responsible for designing and implementing a quality management program that involves the use of the external beam radiotherapy equipment, and shall establish procedures to verify that all equipment meets the manufacturer's specification and establish baseline performance values. The quality control program should follow the guidelines set-forth in the ACR Technical Standard for the Performance of Radiation Oncology Physics for External Beam Therapy. The quality control program will be the responsibility of the physicist. The physicist will train the appropriate clinical staff to participate in the program. The Lead Physicist shall provide the Administrative Officer, for the Medicine Service a monthly report of these activities.
- e) **Chart Reviews:** The contractor shall provide patient care support by reviewing treatment plans or dosimetric calculations, and document findings on patient's chart. The Radiation Oncology Physicist shall document findings and recommendations in the form of an independent consult or progress note in the VA's Computerized Patient Record System (CPRS) within required timeframes as outlined in the Clement J Zablocki VA Medical Center Professional Services Memorandum No. III-1 and on VHA Handbook 1907.01 http://vaww1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2791 . The physicist duties include the following:
1. Verify plans that are used for treatment delivery
 2. Verify each monitor unit dose calculation, isodose plan, special port plan, dose volume histogram and the treatment technique.

3. Provide special dosimetry services, collecting and reporting patient specific measurement data to the radiation oncologist.

In addition, weekly physics chart review and special physics consultation services shall be provided.

3. Radiation Oncology Physicists, Medical Physicist Lead, 1.00 FTEE

The Contractor shall provide an **estimated 2080 hours or 1.00 FTEE** experienced Radiation Oncology Medical Physicist to serve as the **working** Lead Physicist and oversee all physics and dosimetry aspects. In addition to all education requirements and clinical duties listed in Section 2 of the Performance Work Statement, the Lead Physicist shall:

- a. Provide quarterly Quality Assurance reports for the Quality Assurance Committee.
- b. Provide quarterly Quality Assurance reports for the Radiation Safety Committee and attend Quarterly Radiation Safety Meetings.
- c. Track and verify all quality assurance aspects, including TLD measurements for third party analysis.
- d. Provide shielding surveys, and reports as required by the National Health Physics Program (NHPP) which provides oversight for the Nuclear Regulatory Commission (NRC).
- e. Ensure that the Clement J. Zablocki VA Medical Center's NRC licenses are current for radioactive sources on-site.
- f. Ensure that the Radiation Oncology Service has appropriate licenses for users of all our software applications.
- g. Assist in developing and periodically review all Quality Management Policies (QMP) policies and procedures that pertain to radiation therapy equipment.
- h. Participate in the design, implementation and periodic review of all aspects of the QMP that involve the use of radiation therapy equipment.
- i. Ensure continuity of medical physics operations including communication among key personnel.

[END OF PERFORMANCE WORK STATEMENT]

B.4 SPECIAL CONTRACT REQUIREMENTS

1. SERVICES

a) The services specified herein may be changed by written modification to this contract. The VA Contracting Officer will prepare the modification (reference FAR clause 52.212-4(c), Changes) and, prior to becoming effective, shall be signed by both parties. Only the Contracting Officer is authorized to make commitments or issue changes that affect price, quantity, or quality of performance of this contract. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change shall be considered unauthorized and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

b) This is a non-personal services contract as defined in FAR 37.101. There is no employer-employee relationship between the Government and the contractor or the contractor's employee(s). Contractor

personnel are not subject to the supervision and control of a Government officer or employee. Rather contractor personnel perform their duties in accordance with the Statement of Work/Performance Work Statement. Supervisory functions such as hiring, firing, directing, and counseling of contractor personnel are not performed by the Government. The healthcare provider who furnishes services under this contract is subject to Government technical oversight of the services. The Government retains the right to reject services for contractual non-performance.

c) The Government may evaluate the quality of professional and administrative services provided, but retains no control over the medical, professional aspects of services rendered.

d) Contractor is required to maintain medical liability insurance for the duration of this contract. Medical Liability insurance must cover the provider(s) for services in all states where services are rendered by the provider. Contractor must indemnify the Government for any liability producing act or omission by the contractor, its employees and agents occurring during contract performance.

e) The services to be performed by the contractor will be performed in accordance with VA policies, procedures, regulations, and the medical staff bylaws of each VA facility (copies and/or links will be provided upon request). In all cases, dignity of the patient shall be given the highest regard and the precepts of the American Hospital Association's "Bill of Rights for Patients" shall be observed.

f) Contractor shall provide the required services listed herein throughout the contract period except as otherwise directed by the Contracting Officer.

g) Contractor shall, in writing, keep the Contracting Officer informed of any unusual circumstances in conjunction with the contract.

2. TERM OF CONTRACT

This contract is effective for is effective for a Base Period of one year from the date of award. The Government, at its discretion, may exercise four option periods of one year each. The contract is subject to the availability of VA funds. The contractor shall perform no services after 30 September, each year until the contracting officer authorizes such services in writing.

Availability of Funds during a Continuing Resolution: At the beginning of each new fiscal year (October 1st) the federal government or parts thereof may be operating under a Continuing Resolution and only be funded for a limited period of time rather than for the entire fiscal year. If, at any time, funds for this contract are provided under a Continuing Resolution (CR), funds will only be available for performance under this contract up to and including the expiration date of the CR, and any extension thereof. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the expiration date of the CR, and any extension thereof, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability.

3. FEDERAL HOLIDAYS

The 10 holidays observed by the Federal Government are: New Year's Day (January 1st), Martin Luther King's Birthday (3rd Monday in January), Presidents' Day (3rd Monday in February), Memorial Day (last Monday in May), Independence Day (July 4th), Labor Day (1st Monday in September), Columbus Day (2nd Monday in October), Veterans Day (November 11), Thanksgiving Day (4th Thursday in November), Christmas Day (December 25th) and any other day specifically declared by the President of the United States to be a national holiday.

When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government agencies.

4. QUALIFICATIONS OF PERSONNEL

a) Personnel assigned by the contractor to perform the services covered by this contract shall have a full and unrestricted license in a State, Territory, or Commonwealth of the United States or the District of Columbia. The qualifications of such personnel shall also be subject to review by the VA Chief of Staff and approved by the VA Facility Director. The Contracting Officer will be notified prior to any changes in personnel. VA reserves the right to approve the assignment of individual personnel furnished by the contractor to perform the functions specified in the contract.

b) Personnel assigned by the contractor to perform the services covered by this contract shall be proficient in written and spoken English (38 USC 7402).

c) Contractor's assigned personnel must be computer literate as patient documentation is directly inputted in the patient's electronic medical record.

d) Any new requirements for mandatory education and/or competency reassessment which occur during the contract period must be completed by the individual contractor employee(s) within established timeframes.

e) The contracted individual(s) will be required to show two proofs of identification on their first day of work. Acceptable proofs of identification are listed below:

<u>Acceptable PICTURE IDs:</u>	<u>Acceptable NON-PICTURE IDs:</u>
<ul style="list-style-type: none">• State-Issued Driver's License• State DMV-Issued ID Card• US Passport• Military ID/Dependents Card• Foreign Passport• Permanent Resident Card/Alien Registration Card w/Photo	<ul style="list-style-type: none">• Social Security Card• Certified Birth Certificate• State Voter Registration Card• Native American Tribal Document• Certificate of US Citizenship• Certificate of Birth Abroad Issued by Department of State

f) **Physical Requirements:** The contractor must provide documentation that demonstrates that the all contractor employees have a satisfactory health status including a current physical, which includes a current TB test and Hepatitis B vaccination. Proof that a two-step tuberculosis skin testing is up-to-date must be received prior to starting employment. If the provider has had a negative test within the past 12 months, a single step test will be done. In both instances, documentation must be received prior to starting. Contractor must also provide documentation that demonstrates that the contractor employee has a history of chicken pox, varicella vaccine, or a positive immune status for Varicella and has non-restricted physical ability to perform assignments.

5. CREDENTIALING & PRIVILEGING

a) **Credentials Requested:** An application package will be provided by the Credentialing Coordinator and shall be completed by the provider(s) working under this contract and returned within two weeks of receiving the application package. This includes: Facility-specific paperwork, curriculum vitae/resume, current references, signed release of information from candidate, licenses or certifications, CPR/BLS/ACLS, competencies, statement that candidate does not have any physical or mental health condition that would adversely affect his/her ability to carry out assigned duties, and any additional credentialing and privileging forms. Candidate will also be required to complete an application through the VetPro Internet process within two weeks of being enrolled in VetPro. Candidate will need to be enrolled in VetPro by VA personnel. The website address is: <https://fcp.vetpro.org>.

b) **National Provider Identifier (NPI):** Prior to starting work the contracted individual or contractor must provide the VA with the contracted individual's National Provider Identifier (NPI) number. If the contracted individual does not have a NPI number he/she must make application and receive the number prior to beginning work at the VA. The website for an on-line application is: <https://nppes.cms.hhs.gov/NPPES/Welcome.do>. It may take up to a few weeks to receive the NPI number - so early application is advised. NPI number is required as part of the VetPro application.

c) In accordance with the requirements and procedures of the Health Care Quality Improvement Act of 1986 – title IV (Public Law 99-660), which established the National Practitioners Data Bank (NPDB), the facility director will ensure that all individuals who hold clinical privileges are properly screened through the NPDB.

6. APPROVAL OF CONTRACTOR PERSONNEL

The VA reserves the right to refuse acceptance of any contractor employee or subcontractor employee under this contract when that individual does not qualify under the requirements of VHA Handbook 1100.19 (http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1806) and/or the specific VA Hospital/Medical Center Policy on Credentialing and Privileging or fails to perform at the proficiency level expected by the VA Facility Director.

In addition, VA reserves the right to restrict the services or require dismissal any contractor employee or subcontractor employee under this contract, if personal or professional conduct jeopardizes patient care. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, physical or verbal abuse, or other conduct resulting in formal complaints by the patient(s). Standards of conduct shall mirror those prescribed by current

federal personnel regulations. The Contracting Officer and the Contracting Officer's Representative shall deal with issues raised concerning contract personnel's conduct. The final decision on questions of acceptability is the Contracting Officer.

7. KEY PERSONNEL & EMERGENCY SUBSTITUTIONS

It is essential that continuity of services be maintained to the maximum extent possible. Changes in contractor's key personnel shall be kept to a minimum necessary to continue required performance and to provide adequate back-up personnel. The contractor shall assign to this contract, the following key personnel:

Practitioner Name	NPI Number

a) During the first ninety (90) days of performance, the Contractor shall make **NO** changes of key personnel that are identified in Section B.4.7 unless the change is necessitated by the individual's illness, death, or termination of employment or if mutually agreed upon by the Contracting Officer and the contractor. The Contractor shall notify the Contracting Officer, in writing, within 5 calendar days after the occurrence of any of these events and provide the information required by paragraph (b) below. After the initial 90-day period of the contract, the Contractor shall submit the information required by paragraph (b) to the Contracting Officer at least 15 days prior to making any permanent substitutions. The Contracting Officer must approve all substitutions.

b) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes shall have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 days after receipt of all required information of the decision on the proposed substitutes. The contract will be modified to reflect any approved changes of key personnel.

c) Prior to rendering services, substitutes must be credentialed and privileged by the medical facility and obtain a medical staff appointment, in accordance with VA Bylaws, Rules and Regulations.

8. HHS/OIG

To ensure that the individuals providing services under the contract have not engaged in fraud or abuse regarding Sections 1128 and 1128A of the Social Security Act regarding federal health care programs, the contractor is required to check the Health and Human Services - Office of Inspector General (HHS/OIG), List of Excluded Individuals/Entities on the OIG Website (www.hhs.gov/oig) for each person providing services under this contract. The listed parties and entities may not receive Federal Health Care program

payments due to fraud and/or abuse of the Medicare and Medicaid programs. During the performance of this contract the contractor is prohibited from using any individual or business listed on the List of Excluded Individuals/Entities. Any healthcare provider or entity that employ or enter into contracts with excluded individuals or entities may have a Civil Monetary Penalty (CMP) imposed against them. By signing this offer, the Contractor certifies that all persons or entities listed in the contractor's proposal have been compared against the OIG list and are NOT listed as of the date the offer was signed.

9. JOINT COMMISSION Standards

Although Joint Commission accreditation may not be required, the contractor shall perform the required work in compliance with Joint Commission Standards. A copy of these standards may be obtained from Joint Commission, One Renaissance Blvd., Oakbrook Terrace, IL 60181. maintain the following documents for each contractor or subcontractor employee working on the contract: credentials and qualifications for the job; a current competence assessment checklist (an assessment of knowledge, skills, abilities and behaviors to perform a job correctly and skillfully; includes knowledge and skills required to provide care for certain patient populations, as appropriate); a current performance evaluation supporting ability of the contractor employee to successfully perform the work required in this solicitation and the listing of relevant continuing education for the last two years. The contractor will provide current copies of these records at the time of contract award and annually on the anniversary date of contract award to the VA COR, or upon request, for each contractor or subcontractor employee working on the contract.

10. PERSONNEL POLICY

a) The contractor shall be responsible for protecting the personnel furnishing services under this contract. To carry out this responsibility, the contractor shall provide the following for these personnel:

- Workers compensation
- Professional liability insurance
- Health examinations including:
 - ✓ Annual TB Skin Test and recent (within the last year) chest X-ray if there is a history of positive TB skin test,
 - ✓ Evidence of Hepatitis B immunity (hepatitis immune titer, if provider has had the series of shots; if no immunity, evidence that provider has started the Hepatitis B vaccination series.),
 - ✓ Evidence of a Hepatitis C titer,
 - ✓ Varicella titer if provider has not had chicken pox
- Income tax withholding, and
- Social security payments

b) The parties agree that the contractor, its employees, agents and subcontractors shall not be considered VA employees for any purpose.

c) The VA shall notify the Contractor of any significant communicable disease exposure as appropriate. The Contractor shall adhere to current CDC/HICPAC Guideline for Infection Control in health care personnel (AIJC 1998: 26:2890354) for disease control. The Contractor shall provide follow up documentation of clearance to return to the workplace prior to contractor's or subcontractor's employee(s) return.

11. RECORD KEEPING – CONTRACTOR

Contractor must establish a record keeping system of Contractor employee hours worked.

12. MEDICAL RECORDS

Clinical or other medical records of VA veteran patients treated by Contractor under this contract are VA records.

13. CONFIDENTIALITY OF PATIENT RECORDS

a) The Contractor is a VA contractor and will assist in the provision of health care to patients seeking such care from or through VA. As such, the Contractor is considered as being part of the Department health care activity. Contractor is considered to be a VA contractor for purposes of the Privacy Act, Title 5 U.S.C. 552a. Further, for the purpose of VA records access and patient confidentiality, Contractor is considered to be a VA contractor for the following provisions: Title 38 U.S.C. 5701, 5705, and 7332. Therefore, Contractor may have access, as would other appropriate components of VA, to patient medical records including patient treatment records pertaining to drug and alcohol abuse, HIV, and sickle cell anemia, to the extent necessary to perform its contractual responsibilities. However, like other components of the Department, and notwithstanding any other provisions of the sharing agreement, the Contractor is restricted from making disclosures of VA records, or information contained in such records, to which it may have access, except to the extent that explicit disclosure authority from VA has been received. The Contractor is subject to the same penalties and liabilities for unauthorized disclosures of such records as VA.

b) The records referred to above shall be and remain the property of VA and shall not be removed or transferred from VA except in accordance with U.S.C.551a (Privacy Act), 38 U.S.C. 5701 (Confidentiality of claimants records), 5 U.S.C. 552 (FOIA), 38 U.S.C. 5705 (Confidentiality of Medical Quality Assurance Records) 38 U.S.C. 7332 (Confidentiality of certain medical records) and federal laws, rules and regulations. Subject to applicable federal confidentiality or privacy laws, the Contractor, or their designated representatives, and designated representatives of federal regulatory agencies having jurisdiction over Contractor, may have access to VA 's records, at VA's place of business on request during normal business hours, to inspect and review and make copies of such records.

14. HIPAA COMPLIANCE

Contractor must adhere to the provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI). As required by HIPAA, the Department of Health and Human Services (HHS) has promulgated rules governing the security and use and disclosure of protected health information by covered entities, including the Department of Veterans Affairs (VA).

Contractor provided Radiation Oncology Physicist Services qualify as conducting health care on VA's behalf – therefore, no BAA is required.

15. DESIGNATION OF CONTRACT REPRESENTATIVE

Kevin Baier is designated to represent the Contracting Officer as the Contracting Officer's Representative (COR). The COR will furnish technical guidance and advice regarding the work being performed under this contract. The foregoing is not to be construed as authorization to interpret or furnish advice and information to the Contractor relative to the financial or legal aspects of the contract. Enforcement of these segments is vested in and is the responsibility of the Contracting Officer. The extent and limitations of this designation will be provided in the COR Delegation Memo.

16. CONTRACT PERFORMANCE MONITORING

- a) Contractor's employee(s) shall report to the **COR or designee, upon arrival at the VA.**
- b) Monitoring of contractor's performance shall be demonstrated through clinical and administrative record reviews. COR will be responsible for verifying contract compliance. Contracting Officer's Representative (COR) will designate appropriate VA personnel to monitor services through one or a combination of the following mechanisms:
 - 1) Departments being served will monitor Contractor performance to ensure that services called for in the contract have been received by VA in a timely manner. The COR will be responsible for verifying contract compliance. Any incidents of Contractor noncompliance as evidenced by the monitoring procedures will be forwarded immediately to the Contracting Officer.
 - 2) Documentation of services performed will be reviewed prior to certifying payment. The COR will perform periodic spot checks and document with the using service to ensure records monitoring. VA will pay only for services actually provided, and in strict accordance with the Schedule of Items. Contract monitoring and recordkeeping procedures will be sufficient to ensure proper payment and allow audit verification that services were provided.
 - 3) Chief of Staff's office reviews monitoring data. An internal time-keeping form is maintained and reviewed for total number of hours worked per month against monthly average of hours. Part-time personnel's cards are reviewed against their VA tour-of-duty to verify that the services were received.
 - 4) Monthly invoices are generated to VA Fiscal Service who forwards to service's administrative assistant for review. The administrative assistant verifies services were actually performed against the schedule and logs. Only after verification are invoices certified for payment.
 - 5) The using service, through the COR, will provide a written statement annually to the Contracting Officer to include a summary of Contractor actions and a statement that all requirements of the contract have been fulfilled as agreed. This summary evaluation will be submitted 45 days prior to expiration of contract (and/or prior to election of option year renewals, if applicable).
- c) Contractor's employee(s) may not certify bills for payment.

17. QUALITY ASSURANCE MONITORING

- a) Contractor shall maintain a Quality Control Program related to the Radiation Oncology Physicist services covered under this contract. The results of all Quality Improvement activities performed by the Contractor involving VA patients will be shared with facility/VISN 12 staff. This will include, but not be limited to, quality improvement plans, minutes of staff meetings where quality improvement has been discussed and which include practitioner-specific findings, conclusions, recommendations, written plans for actions taken in response to such conclusions and recommendations, and evaluation of those actions taken. Monitors should reflect at a minimum, issues related to quality care and appropriateness of referral.
- b) Copies of provider licensure are also required to be submitted annually to the COR.
- c) The contractor will meet or communicate with the facility/VISN 12 staff for process review and improvement of contract performance on an as needed basis.
- d) Quality factors that VA may consider when monitoring quality of care may include, but are not limited to: patient medical records, availability of contract staff, security/privacy, infection control, availability, patient satisfaction, adverse event reporting, turn-around times, patient safety, access, quality of work, timeliness, etc.

These monitoring procedures are further illustrated in the following Performance Requirements Summary Matrix:

Measure	PWS Reference	Performance Requirement	Acceptable Quality Level	Surveillance Method	Disincentive
(1) Calibration: Documentation and Reporting	B.3.2(c)	Contractor will calibrate machines on an annual basis following ACR guidelines and will deliver Annual Calibration Report to the Administrative Officer for Medicine NLT 1 April. Calibration report will be performed by Board Certified Medical Physicist and Countersigned by a different Board Certified Medical Physicist.	100% Compliance*	Periodic Inspection; Yearly	If annual calibration is not completed, \$1090 will be deducted per day until machine is calibrated. ** If report is not countersigned by a different Medical Physicists contractor will have \$1090 deducted per day until calibration is done appropriately following ACR guidelines. Unfavorable Contractor Performance.
(2) Quality Assurance Procedures, Documentation and Reporting	B.3.2(d) B.4.17	The Lead Physicist will provide the Administrative Officer for Medicine a monthly report of quality control activities.	100% Compliance*	Periodic Inspection; Monthly.	If monthly report of quality control activities is not provided within 10 working days of the following month, that monthly invoice will be deducted \$1,090.00. Unfavorable Contractor Performance.
(3) Chart Reviews and Documentation	B.3.2(e)	Physicist will review treatment plans or dosimetric calculations and document as such.	100% Compliance* Documentation will comply with required timeframes as outlined in the Clement J Zablocki VA Medical Center Professional Services Memorandum No. III-1 and on VHA Handbook 1907.01.	Random Sampling Random Chart audits will be completed by the VA Lead Radiation Oncology Therapists on a monthly basis (2 charts per Physicist).	\$500 per incident will be deducted from the monthly invoice if deficiency is not corrected within 5 days of notification from the Administrative Officer receiving report. Unfavorable Contractor Performance.

*Due to the critical nature of this service, 100% compliance is required.

**Estimated cost of fee based outsourcing for an 8 hour period.

e) **Reporting Adverse Events:** The contractor shall notify the VA of adverse events (as defined above) involving VA patients during Radiation Oncology Physicist services (See Treatment Error Reporting-Policy and Procedure Memorandum). The VA may review specific findings, conclusions, recommendation, written plans for corrective action taken in response to conclusions and recommendations and evaluation for those corrective actions.

18. PROHIBITION OF CONTRACT PERFORMANCE OUTSIDE THE U.S.

The entire performance of the contract shall be within the borders of the United States of America, the District of Columbia and/or Puerto Rico. The Contractor shall not access any VA data/information (for example, by remote computer access) from locations that are outside the above-stated borders.

Furthermore, the Contractor shall not send, transfer, mail or otherwise transmit any VA data/information to locations outside the above-stated borders.

19. CONTRACTOR CERTIFICATION

Citizenship-Related requirements: Contractor must adhere to and return the signed certification Attachment A found in Section D of this solicitation. This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecutions under 18 U.S.C. 1001.

20. REQUIRED REGISTRATION WITH CONTRACTOR PERFORMANCE ASSESSMENT SYSTEM (CPARS)

a) As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates contractor past performance on all contracts that exceed the thresholds outlined in FAR Part 42.15, and shares those evaluations with other Federal Government contract specialists and procurement officials through the Past Performance Information Retrieval System (PPIRS). The FAR requires that the contractor be provided an opportunity to comment on past performance evaluations prior to the posting of each report. To fulfill this requirement VA uses an online database, the Contractor Performance Assessment Reporting System (CPARS). The CPARS database information is uploaded to the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies.

b) Each contractor whose contract award is estimated to exceed the thresholds outlined in FAR Part 42.15 is required to provide to the contracting officer contact information for the contractor's representative with their response to the solicitation. The contractor is responsible to notify the contracting officer of any change to the contractor's representative during the contract performance period. Contractor's representative contact information consists of a name and email address.

c) The Government will register the contract within thirty days after contract award. For contracts with a period of one year or less, the contracting officer will perform a single evaluation when the contract is complete. For contracts exceeding one year, the contracting officer will evaluate the contractor's performance annually. Intermediate reports will be filed each year until the last year of the contract, when the final report will be completed. Each report shall be forwarded in CPARS to the contractor's designated representative for comment. The contractor's representative will have thirty days to submit any comments and return the report to the VA contracting officer. Failure by the contractor to respond within those thirty days will result in the Government's evaluation being placed on file in PPIRS without contractor's comments.

21. PAYMENT

Contractor's employees must be present at the VA facility and must be actually performing the required services for the period specified within the contract or the contract cost will be decreased accordingly during each billing cycle.

The Contractor will be required to furnish itemized invoice listing for each service provided for the period of service covered. A proper invoice must contain:

- 1) Name and address of the Contractor
- 2) Contractor Tax ID (TID) Number
- 3) Dates of the invoice period
- 4) Name of provider (Physicist)
- 5) Fees charged for services rendered
- 6) Total fees charged

The VA agrees to reimburse the contractor for services performed, minus any deductions, paid monthly, in arrears, upon receipt of a properly prepared invoice submitted by the contractor. Payments made by the VA under this contract shall constitute the total cost of services provided by the contractor. The contractor hereby agrees; that in no event, shall contractor bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against the beneficiary, the beneficiary's family, private insurer, Medicare or any other entity acting on the beneficiary's behalf, for services provided pursuant to this contract. Billings rendered by the contractor to the VA for services furnished a VA beneficiary under the terms of this contract shall be billings in full. This provision shall survive the termination or ending of the contract.

The payment for any leave, to include sick leave, annual leave, administrative leave, and holidays, are the responsibility of the Contractor.

[END OF SPECIAL CONTRACT REQUIREMENTS]

B.4 CONTRACT SECURITY REQUIREMENTS

1. GENERAL

Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

2. CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

Failure to comply with the contractor personnel security requirements may result in termination of the contract for default.

NACI

All contractor employees who require access to the Department of Veterans Affairs' computer systems or have access to sensitive information shall be the subject of a background investigation. The VA obtains the Background Investigation through the Electronic Questionnaires for Investigations Process (e-QIP). Upon receiving a request for the investigation from the Contracting Officer, the contractor's employee will be initiated into e-QIP for the Background Investigation followed by an e-mail with instructions to log into e-QIP. A contractor's employee shall not commence working at VA under contract until the Contracting Officer receives notification from the VA Office of Security and Law Enforcement that the contract employee's application was received complete. A favorable adjudication from the VA Office of Security and Law Enforcement must be received in order for a contractor employee to continue contract performance. This requirement is applicable to all subcontractor personnel.

1. Position Sensitivity - The position sensitivity has been designated as Low Risk.
2. Background Investigation - The level of background investigation commensurate with the required level of access is National Agency Check with Written Inquiries.
3. Contractor Responsibilities

a) The contractor shall bear the expense of obtaining background investigations. If the Office of Personnel Management (OPM) conducts the investigation, the contractor shall reimburse VA within 30 days. If timely payment is not made within 30 days from date of bill for collection, then VA shall deduct the cost incurred from the contractors 1st month's invoice(s) for services rendered.

b) It is imperative for the contractor to provide, at the request of VA, a listing of contractor personnel performing services under the contract in order for the background investigation process to commence. This list will include name (first, middle, last) social security number; date of birth; city, state, and country of birth.

c) The contractor or their employees shall submit a complete background investigation packet through the Electronic Questionnaires for Investigations Process (e-QIP). Additional guidance and information will be provided through e-mail. The following required forms must be submitted through the e-QIP system to the VA Office of Security and Law Enforcement before contract performance begins:

- (i) e-QIP Signature Pages (two) (print, sign and submit)
- (ii) Optional Form 306, Declaration for Federal Employment
- (iii) Electronic Fingerprint Form (FD 258) or electronic fingerprints

Fingerprinting is required with the background investigation. Fingerprinting can be done at the local VA Facility. The Electronic Fingerprint Verification Form must be submitted with the above required forms.

d) The contractor shall inform the contract employee that when filling out the application, that there should be no gaps in employment history. Any gaps in employment history may result in OPM rejecting the documentation for investigation and delay contract performance.

e) The contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract, and at the request of the VA, submit another employee for consideration.

f) The contractor may utilize a private investigating agency if such agency possesses an OPM and Defense Security Service certification. A Cage Code number must be provided to the VA Office of Security and Law Enforcement. VA Office of Security and Law Enforcement will verify the information and advise the contracting officer whether contractor's access to the computer systems can be authorized.

g) All contractor employees and subcontractors are required to complete VA's Privacy training annually. All Contractor employees and subcontractors requiring access to VA computer network are required to complete Cyber Security training courses annually either on-line or hard copy. Documented proof must be provided to the Contracting Officer.

h) The contractor will notify the COR immediately when their employee(s) no longer require access to VA computer systems.

Government Responsibilities

- a) The contracting officer will request the contractor employee's background investigation by the Office of Security and Law Enforcement.
- b) The Office of Security and Law Enforcement will notify the contractor with instructions for the contractor's employees, coordinate the background investigations, and notify the contracting officer and contractor of the results of the investigations.
- c) The VA facility will pay for requested investigations in advance. A bill for collection will be sent to the contractor to reimburse the VA facility. The contractor will reimburse the VA facility within 30 days. If timely payment is not made within 30 days from date of bill for collection, then VA shall deduct the cost incurred from the contractors 1st month's invoice(s) for services rendered.

The current fees associated with background investigations are \$125.00 each for low level investigation, \$752.00 each for medium level investigation, and \$3,189.00 each for high level investigation.

3. REQUIREMENTS FOR REMOTE ACCESS

The contractor may be allowed remote access to VA computer systems in the performance of the contract. VA has stringent policies and procedures covering remote computer access therefore, the following responsibilities are outlined below.

a) VA Responsibilities

- 1. VA will provide secure and reliable remote access to systems, applications, and information on the VA network to the contractor.
- 2. VA will provide firewall and antiviral software with updates to the contractor.
- 3. VA will provide security training to contractor's current employees and new employees as needed.
- 4. After contract award, VA reserves the right to inspect contractor's facilities, installations, operations, documentation, records and databases.

b) Contractor Responsibilities

- 1. The contractor will ensure adequate LAN/Internet, data, information, and system security in accordance with VA standard operating procedures and contract terms and conditions.
- 2. The contractor shall install VA provided firewall and antiviral software on all networks and/or individual computers accessing VA network. The Contractor is responsible for the installation and testing of all required patches to ensure the security of the system.
- 3. All remote connections to VA network must be approved to use Office of Cyber and Information Security (OCIS) authorized configurations and access points. Contractor's remote access

sessions through the Internet or other networks must be conducted using VA's remote access Virtual Private Network (VPN) service.

4. The contractor will notify the assigned Information Security Officer and Contracting Officer immediately when their employee(s) no longer require access to VA computer systems.

5. Contractor will not publish or disclose in any manner details of any safeguards either designed or developed by the Contractor and/or subcontractors under this contract or otherwise provided by the VA without prior written approval by the Contracting Officer and the assigned Information Security Officer.

6. The Contractor will require that employees sign VA National Rules of Behavior and VPN Rules of Behavior, follow VA guidelines to create strong passwords, do not divulge or share access codes or passwords, safeguard all sensitive information, and follow all information security and privacy requirements.

7. The Contractor will notify the Contracting Officer in writing of any subcontractors performing work under this contract that will require remote access to VA computer systems. Contractors will be held responsible for their subcontractors. All subcontractors will be required to follow the same VA computer requirements as the contractor.

8. The Contractor will adhere to the remote access requirements, and ensure that systems are properly configured and appropriate security mechanisms and monitoring devices are up to date with best practices and technical standards.

9. Contractor will report any security violations, suspected or attempted violations, and any unanticipated threats or hazards immediately to the assigned Information Security Officer and the COR.

c) VA routinely reviews and updates policies and procedures regarding remote computer access. Contractor is required to adhere to any new policies and/or procedures implemented during the term of this contract.

4. SECURITY TRAINING

Due to the increased emphasis on privacy and information security, the following special contract requirements are established and hereby made part of the contract entered into with the Department of Veterans Affairs. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted to VA information and its systems:

a) Privacy Training: Contractor and their sub-contractors assigned work under the contract are required to receive annual training on patient privacy as established by HIPAA statutes. Training must meet VHA's and the Department of Health and Human Services Standards for Privacy of Individually-identifiable health information. Contractor shall provide documented proof to the VA upon request that all employees assigned work and/or having access to Protected Health Information have received annual training. For contractors and sub-contractors who do not have access to VHA computer systems, this requirement is met by receiving VHA National Privacy Training, other VHA approved privacy training or contractor furnished training that meets the requirements of the HHS standards.

b) Rules of Behavior: Contractor personnel are required to read and sign a Rules of Behavior statement, which outline rules of behavior related to VA contracts.

c) VA Information Security Training: Each contractor assigned work under the contract is required to receive and document completion of VA training on Information Security. Contractor shall provide documented proof to the assigned VA Information Security Officer prior to access being granted, and yearly after that, for all contractor employees servicing a VA contract.

d) Computerized Patient Record System (CPRS): If providing medical services, Contractor employee will attend Computerized Patient Record System (CPRS) training prior to providing any patient care services, including on-call/emergency coverage at VA. The contractor employee will document patient care in CPRS to comply with all VA and Joint Commission standards.

Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

Information on fulfilling the training requirements as stated in paragraphs a-c can be found at the VA Talent Management System (TMS) at <https://www.tms.va.gov/plateau/user/login.jsp>. Once there, you should follow the steps to create an account, launch the mandatory training, and complete the content. The training will provide information regarding privacy, information security, rules of behavior, and other pertinent topics relevant to your work at the VA. If you experience any difficulty creating an account or completing the mandatory content, contact the VA MSE Help Desk at 1.888.501.4917 or via email at VAMSEHelp@gpworldwide.com.

No C&A or MOU/ISA is required. Sensitive information exposure as part of this contract involves applicable security controls within the facility as part of the VA Information Security Program.

As VA routinely reviews and updates policies and procedures covering contractor computer access, security requirements may change during the term of this contract and new policies and procedures may be implemented unilaterally during the term of this contract.

5. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

a) A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

b) All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

c) The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or

subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

6. COMPUTER SECURITY

a) VA may provide contractor and subcontractor, if any, with access to VA automated patient records and general files maintained on VA computer systems. Contractor, contractor's employees, and contractor's subcontractors (if any) shall maintain, access, release, and otherwise manage the information contained in the automated patient record and general file system in accordance with all federal laws governing that information, including federal laws applicable to federal agency records. Contractor shall take reasonable safeguards, both physical and electronic, to safeguard the information and prevent unauthorized disclosures. Contractor, contractor's employees, and contractor's subcontractors (if any) shall follow all VA policies governing access to, release of, and management of the information maintained in the automated system. Contractor shall take steps to ensure that its employees and subcontractors (if any) are bound by this requirement and subject to adverse action, up to and including termination of the relationship with contractor, for failure to follow these requirements and that its employees and subcontractors, if any, meet the same requirements as VA employees for access to information contained in the automated record system. Contractor will utilize computers that are consistent with VA requirements and upgrade its computers if instructed to do so by VA in order to ensure compatibility with the VA system.

b) In performing this contract, contractor shall be considered a part of VA for purposes of 5 U.S.C. §552a, 38 U.S.C. §§5701 and 7332. Contractor's employees and agents may have access to patient medical records and general files to the extent necessary to perform this contract. Notwithstanding any other provision of this contract, contractor and/or its employees may not disclose information contained in general files and patient records and or other individually identified patient information, including information and records generated by the contractor in performance of this contract, except pursuant to explicit instructions from the VA. For the purposes of this paragraph, instruction to disclose may be provided by these officials only: Contracting Officer, Contracting Officer Technical Advisor, the Release of Information supervisor, or VA attorneys.

c) Records created by contractor in the course of performing this contract are the property of the VA and shall not be accessed, released, transferred, or destroyed except in accordance with applicable federal law, regulations, and policy. Access to data will be limited to the minimum necessary for performance of the contract. Contractor will take steps to ensure that access is limited to those employees who need access to the data to perform the contract. Contractor will not copy information contained in the system, either by printing to paper or by copying to another digital format, without the express permission of one of the officials listed in paragraph (b), above, except as is necessary to make single copies in the ordinary course of providing patient care. Contractor will not commingle the data from the system with information from other sources. Contractor shall report any unauthorized disclosure of VA information to the officials listed in paragraph (b).

d) If this contract is terminated for any reason, contractor will provide the VA with all individually-identified VA patient treatment records or other information in its possession, as well as any copies made pursuant to paragraph (c), above within seven (7) days of the termination of the contract.

e) Certain information available from the database and other records created by the contractor under this Contract are medical quality assurance records protected by 38 U.S.C. §5705; it's implementing regulations at 38 U.S.C. §§17.500-511; and VHA Directive 98-016, 4.b.(1)(d), 4.6(2)(c) and 4.6(4). These records may be disclosed only as authorized by 38 U.S.C. §5705 and the VA regulations. Disclosure of these records in violation of §5705 is a criminal offense under 38 U.S.C. §5705(e).

f) Contractor shall follow all VA policies regarding the retention of records. In the alternative, contractor may deliver the records to VA for retention.

g) Any changes in the law or regulations governing the information covered by this contract during the term of this contract shall be deemed to be incorporated into this contract. Contractor shall educate its employees and subcontractors, if any, of the requirements of this section and shall advise its employees and subcontractors, if any, of any changes as they occur. On contractor's request, VA will provide trainers who can educate contractor's employees and subcontractors, if any, of their obligations under this section.

h) Contractor shall make its internal policies and practices regarding the safeguarding of medical and/or electronic information available to federal agencies with enforcement authority over the maintenance of those records upon request.

7. VA INFORMATION CUSTODIAL LANGUAGE

a) Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

b) VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

c) Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, applicable VA Records Control Schedules, and VA Handbook 6500.1, *Electronic Media Sanitization*. Self-certification by the contractor that the data

destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

d) The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

e) The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

f) If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

g) If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, *Business Associate Agreements*. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

h) The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.

i) The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.

j) Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

k) Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

l) For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

8. SECURITY INCIDENT INVESTIGATION

a) The term “security incident” means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.

b) To the extent known by the contractor/subcontractor, the contractor/subcontractor’s notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

c) With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

d) In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

9. LIQUIDATED DAMAGES FOR DATA BREACH

a) Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

b) The contractor/subcontractor shall provide notice to VA of a “security incident” as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential

compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

c) Each risk analysis shall address all relevant information concerning the data breach, including the following:

- (1) Nature of the event (loss, theft, unauthorized access);
- (2) Description of the event, including:
 - (a) date of occurrence;
 - (b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- (3) Number of individuals affected or potentially affected;
- (4) Names of individuals or groups affected or potentially affected;
- (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- (6) Amount of time the data has been out of VA control;
- (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- (8) Known misuses of data containing sensitive personal information, if any;
- (9) Assessment of the potential harm to the affected individuals;
- (10) Data breach analysis as outlined in 6500.2 Handbook, *Management of Security and Privacy Incidents*, as appropriate; and
- (11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

d) Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

- (1) Notification;
- (2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
- (3) Data breach analysis;

(4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;

(5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and

(6) Necessary legal expenses the subjects of an SPI data breach may incur to repair falsified or damaged credit are not included in the liquidated damages amount and will be handled as actual damages, which the contractor should anticipate as among the costs of doing business, and should consider in developing its cost estimates.

[END OF CONTRACT SECURITY REQUIREMENTS]