

B.3 Statement of Work

**NORTHPORT VA MEDICAL CENTER
79 MIDDLEVILLE ROAD
NORTHPORT, NY 11768**

STATEMENT OF WORK – AMBULANCE SERVICES

The Northport VA Medical Center has a requirement for 24-hour Ambulance service to transport eligible beneficiaries of the medical center for medical services. Ambulance services for Basic Life Support (BLS) and Advance Life Support (ALS) shall be provided 24 hours, 7 days per week, 365 days per year for eligible beneficiaries of the Northport VA Medical Center in Northport, NY and its 5 Community-Based Clinics (CBOCs) located in Riverhead, Patchogue, Bay Shore, East Meadow, and Valley Stream respectively.

FACILITY ADDRESSES

Main Hospital
Northport VA Medical Center
79 Middleville Road
Northport, NY 11768

Riverhead Community Clinic
300 Center Drive
Riverhead, NY 11901

Patchogue Community Clinic
23 South Broadway
Patchogue, NY 11772

Bay Shore Community Clinic
132 East Main Street
Bay Shore, NY 11706

East Meadow Community Clinic
2201 Hempstead Turnpike, Bldg. Q
East Meadow, NY 11554

Valley Stream Community Clinic
99 South Central Avenue
Valley Stream, NY 11580

The vehicles, personnel and services rendered will conform to all federal, state and local statutes, laws, codes rules and regulations; including, but not limited to those required by the State of New York, Department of Health Emergency Medical Services Program. The Contractors MUST be authorized to provide services in the state of New York.

BASIC LIFE SUPPORT (BLS)

Basic Life Support unit will be staffed with non-emergency attendant/drivers. Vehicles shall be dispatched immediately and arrive at the site within forty-five (45) minutes of calls for BLS.

ADVANCED LIFE SUPPORT (ALS)

Advanced Life Support Unit shall be staffed with Paramedics, ALS trained Registered Nurse (RN), and/or Certified Emergency Medical Technician (EMT) with controlling capabilities for, but no limited to, Endotracheal Intubation, IV Therapy, Cardiac Monitoring, Defibrillation, and Drug therapy, to be used in and out of town. EMT or ALS trained RN to be provided by Contractor. Vehicles shall be dispatched immediately and arrive at the site immediately on call for an ALS ambulance.

ALS and BLS ambulance drivers shall assist the patient as necessary, to enter and exit vehicles, enter, locate, and sign in at appropriate clinic areas upon arrival at destination. Vehicles transporting VA beneficiaries will be dedicated exclusively to VA transports. The contractor may not carry non-VA contract beneficiaries or private pay patients with VA beneficiaries.

The Contractor gaining award shall provide all vehicles, personnel, management, supplies, transportation, equipment and reports necessary to cover all Ambulance services as identified in this Statement of Work.

PERFORMANCE PERIOD

The awarded contract shall be for a base period from April 1, 2015 – September 30, 2015, with four one year options to expire September 30, 2019.

DEFINITIONS:

One-Way Trip: The distance over which a patient is transported, from point of pick up to destination. Round trip transportation shall be invoiced as two one-way trips.

Add-on Trip: Any trip ordered the same day is an “add-on”. An order will be generated for add-on that reflects the date and time the request was received by Contractor.

Unscheduled Trip: Trip required on an as needed basis where advance notice is not given.

VA Travel Unit: Includes beneficiary travel clerks and the travel supervisor.

Administrative Officer of the Day (AOD) – VA employee who acts as the administrator during all hours that are not normal working hours, as well as weekends and holidays. Normal working hours are 8:00 a.m. to 4:30 p.m. Monday through Friday.

SERVICE AREA

Services are/may be required throughout Nassau and Suffolk counties, the boroughs of Queens, Brooklyn, Bronx, Manhattan, and Staten Island, as well as areas within the states of New York, New Jersey, Pennsylvania, and Connecticut.

CONTRACTOR QUALIFICATIONS

- a. Proposals shall be considered only from offerors who are regularly established in the business called for and who are financially responsible and have the necessary equipment and personnel to furnish service in the volume required for all items under this contract. Successful offeror shall meet all requirements of Federal, State and City codes regarding operations of this type of service.
- b. Each offeror must submit, along with proposal:
 1. A list describing the vehicles the Offeror intends to furnish for this contract, including make, model and year. The list shall also include the location and telephone numbers of the establishment where calls are received and vehicles are immediately available for dispatch. This list must contain information as to the metering devices or methods offeror proposes to use in determining mileage.
 2. Copy of insurance certificate(s)
 3. Copy of business license(s)

WORK HOURS

The services covered by this contract shall be furnished by the Contractor as defined herein. The Contractor will be required to furnish such services seven (7) days per week, 24-hours per day, including National Holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

RATES AND MILEAGE

Base Rate: For all one-way trips and no-loads within the county limits from a designated pick-up point to a designated delivery point, the contractor shall receive the flat base rate awarded for that trip. The Base Rate shall constitute full compensation for one-way trips which do not exceed the county limits.

Mileage Rate: In addition to the base rate, the contractor shall receive the mileage rate awarded for each mile traveled beyond the specified county limits. This rate applies to loaded, one-way transportation as well as no load trips. In the event fraction miles result, VA shall pay the rounded off amount to the next higher whole mile. In no event shall the Contractor receive this rate for miles traveled within the specified county limits.

County Limits: are located within Suffolk and Nassau Counties.

Mileage Beyond County Limits: The rate per mile charge shall apply to those trips with a point of origin and/or destination outside both Nassau and Suffolk counties (i.e. New York City, New Jersey, and Connecticut).

Mileage Determination: Utilize Bing Maps located at <http://www.bing.com/maps/>.

Toll Charges: It is agreed and understood that the prices quoted in the schedule do not include any ferry, bridge, tunnel or road toll charges. Any such legitimate toll charges incurred shall be limited to loaded trips when the patient is traveling in the vehicle, or to a no-load trip, and shall be listed separately on the Contractor's invoices.

Ferry use is prohibited for all trips unless approved by COR or Health Administration Service Chief or Assistant Chief.

All invoices must be accompanied by supporting documentation of tolls actually paid (i.e. receipts, EZ Pass, etc.)

WAIT TIME

For time lost in waiting due to causes beyond the control of the driver, the contractor will be reimbursed in 15 minute increments, at the rate of one-fourth the hourly rate quoted. The base rate for medical transportation services shall include a 30 minute waiting grace period at origin and destination; the wait time charge only applies if the crew is delayed longer than 30 minutes at the time of pickup or delivery.

1. For add-on trips, waiting charges shall commence 30 minutes from the time the Contractor actually arrives at the designated pick-up and/or delivery points. For add-on trips with specified time for pick-up, waiting charges shall commence 30 minutes after that pick-up time. For scheduled trips, waiting charges shall commence 30 minutes from the scheduled pick-up time or from the time the Contractor actually arrives at the designated pick-up point, whichever is later.
2. If the designated pick-up and/or delivery points are at other than the VA Medical Center and waiting beyond the required 30 minute grace period is anticipated, the Contractor shall notify the **Beneficiary Travel Clerks or their Supervisor**; if these individuals are not available, the Contractor shall notify the AOD. This call is only for the purpose of verifying the Contractor's time of arrival at pick-up and delivery points and is not necessary if the Contractor does not anticipate a delay for which waiting charges will be claimed. The Contractor's failure to provide notification when waiting beyond the grace period shall result in non-payment for waiting time. No charges will be honored without prior approval. Immediate communication can often eliminate the possibility of delays. It is permissible for Contractor to confirm runs with beneficiaries by phone prior to dispatching units.
3. Wait time shall not apply to the reasonable amount of time required for escorting the patient to the vehicle, loading and securing patient in vehicle, or unloading and delivering the patient to the authorized care giver or specified destination area.

ORDERS

1. Ordering Officials: Requests for services will be made by authorized VA staff only (Travel Clerk, Travel Supervisor, Administrative Officer of the Day (AOD),

Contracting Officer Representative (COR), or Chief or Assistant Chief, Business Office), in writing, telephone, or via telefax. The contractor will be provided a list of the names and telephone numbers of the persons authorized to place orders upon award of the contract. Patients are not permitted to order transportation at VA expense. The government will not be held liable for those services performed by the Contractor which are ordered by people who are unauthorized.

2. Services Requests: If the Contractor fails to furnish ambulance service within contracted time after receiving a request or any order, the VA reserves the right to obtain the service from another source and the Contractor will be subject to the penalty referenced in the Quality Assurance Surveillance Plan. The VA will be the sole judge in determining when to order service from another source. However, in no instance will the Contractor be required to furnish more than five (5) ambulances at one time.

PATIENTS

- a. Beneficiaries may be referred to as patients, Veterans and/or beneficiaries.
- b. A trip constitutes transporting the beneficiaries from their point of origin to their destination, VAMC or Non-VA (Private) Facility.
- c. Destination is considered to be within the premises of the particular area the beneficiary is required to report to or within their home in accordance with the address destination given by the COR.
- d. Beneficiary shall not be left at the entrance or in the hallway of the facility or outside their place of origin. When transporting to another Health Care facility (either VA or Private), the beneficiary must be presented to a staff member.

NUMBER OF PATIENTS

It is understood and agreed that only one patient shall be transported on a trip unless specifically authorized by the COR or designee. When approved by the COR, or designee, and more than one patient is being transported on a trip, reimbursement shall be made at the rate not exceeding the cost of transporting a single patient, however, the longest distance over which a patient is transported may be claimed when transported in a single vehicle concurrently. The Contractor must ensure that pick-ups and drop-offs are scheduled so that the totaled distance traveled will result in the most economical charge to the Government. If Contractor transports more than one patient without approval, payment for extra patient (distance) will not be allowed.

PATIENT TRANSPORT

- a. Upon the request of authorized medical center staff, the Contractor will provide Basic Life Support (BLS) and Advanced Life Support (ALS) ambulance transports of patients to designated locations, depending on the specific request and clinical needs of the patient. The Contractor may be required to transport patients to another facility for treatment or tests, wait, and transport same patient to a pre-determined destination. Patients shall be picked up on the ward, in their homes, in the clinics, or at other areas designated by the VA and taken to the authorized destination or appointment. All patients shall be attended by an authorized responsible party at all times. When the destination is other than a VA facility,

patient will be taken directly to their destination and presented to their caregiver. When transporting to another Health Care facility (either VA or Private) the patient shall be presented to a staff member. Patient shall not be left at the entrance or in the hallway of the facility or outside their place of origin. Assistance in maneuvering stairs and other barriers shall be provided by the driver and/or authorized attendant when necessary. These services may need to be provided within or outside the home (i.e., from the door to the vehicle).

- b. Contractor drivers shall ensure proper loading/unloading techniques are followed at all times, in accordance with Department of Transportation guidelines. Contractor shall comply with the most current guidelines at all times, including any revisions that occur during the life of this contract.
- c. Contractor's driver shall notify the COR, or designee, of any problems transporting patients, including but not limited to accidents, safety problems, and patients unbolting themselves. The COR or designee shall be notified within one hour of the occurrence of the incident(s) by telephone and, if requested by the COR and/or Contracting Officer (CO), a written report of the incident(s) will be delivered to the COR or his/her designee by close of business the next working day.
- d. If the Contractor cannot furnish its own Ambulance during this contract performance period, the Contractor is authorized to utilize another Ambulance Service Company, as a subcontractor (certified to be within all requirements of this contract) to complete these transportation requests. All bills for this subcontractor service will be paid directly to the Contractor at the contract rate, and the Contractor shall reimburse the subcontractor at their agreed to rate. In the event the Contractor is unable to perform services or have services performed as required, the Contractor shall immediately notify the COR and provide a justification for non-performance.

*****NOTE: THE CONTRACTOR WILL NOTIFY THE PATIENT AND THE TRAVEL UNIT BY TELEPHONE OF ANY DELAYS IN THE TRANSPORTING OF PATIENTS. THE VA WILL ESTABLISH PRIORITIES WHEN NECESSARY. *****

PICK-UP PROCEDURES

- a. When an ambulance is at a pick-up facility, the driver or the EMT shall announce to the Travel Clerk, Medical Administration, and Business Office (04) at the medical center, with responsibilities for releasing or facilitating the release of patients that the ambulance is waiting and provide the beneficiary's name as well as any other pertinent information as to his identification. The individual so informed will verify the time on the trip ticket and indicate his name. From this verified time of arrival fifteen (15) minutes will be allowed as normal and not to lost time for the facility to release the patient to the Contractor. Such release time cannot be claimed as waiting time unless, through no fault of the Contractor, the patient is not released at all. Boarding activities are also normal to the services required and time spent at the pick-up location reaching the patient and assisting him to and into the waiting ambulance is not lost time.
- b. When an individual is picked up at his residence, the beneficiary will verify the time and sign the trip ticket, or if unable to do so, a member of his household will sign the trip ticket. The household member will be allowed up to fifteen (15) minutes after this verified time of arrival for preparatory tasks exclusive of boarding activities which shall

commence when the individual is ready to be placed in the travel device which will be used to bring him to the waiting vehicle.

TRIP INTERRUPTIONS

No beneficiaries en route in any kind of trip shall be transferred from the original Ambulance entered into another vehicle or be removed from the original vehicle at a location other than the destination address supplied by the Veterans Administration's Beneficiary Travel Unit unless extraordinary, urgent situations arise, such as vehicle failure. All such events must be reported to the COR and the Travel Unit that submitted the request for service.

ADDITIONAL SERVICES:

Contractor will be required to transport patient luggage, medical records, medication and any other items (including ~~manual wheelchairs~~, stryker frames, litters, etc.) from pick-up point to destination at no additional cost to the Government. Luggage to be transported will be restricted to suitcase and valise types.

KEY PERSONNEL AND TEMPORARY EMERGENCY SUBSTITUTIONS

The Contractor shall assign to this contract the following key personnel:

a. Dispatcher:

- (1) The Contractor shall provide a dispatcher assigned to this agreement. The dispatcher will be the primary point of contact for all transportation orders placed by the Northport VA Medical Center. This should include a primary dispatcher assigned to each working tour, 24-hours, and 7 days/week. A list of the dispatchers, including contact information and hours of duty, shall be provided to the Contracting Officer prior to the start of performance.
- (2) During the first sixty (60) days of performance, the Contractor shall make NO substitutions of key personnel unless the substitution is necessitated by illness, death, absence for leave, or termination of employment. The Contractor shall notify the Contracting Officer, in writing, within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (a) below. After the initial 60-day period of the contract, the Contractor shall submit the information required by paragraph (3) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (3) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, 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 calendar 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.
- (4) For temporary substitutions where the key person will not be reporting to work for three (3) consecutive work days or more, the Contractor will provide a qualified replacement for the key person. This substitute shall have comparable qualifications to the key person. Any period exceeding two weeks will require the procedure stated in paragraph (a) above.

AMBULANCE DRIVERS/ATTENDANTS

1. Identification: All Contractor's drivers and attendants shall wear, in a readily observable area on the employee, a Contractor supplied photo identification badge (including employee's name and business name) and company uniform, which identify the drivers and attendants while performing any aspect of service prescribed in this contract.
2. Contractor Personnel performing services under this contract shall at all times conduct themselves in a professional manner, maintain personal hygiene, and wear clean, neat uniforms.
3. Contractor personnel shall not smoke in vehicles while transporting VA patients.
4. Contractor personnel shall not text message while driving.
5. Prices include the provision of a non-emergency attendant/driver for each vehicle. In accordance with applicable NYS Laws, all drivers must meet the following requirements:
 - (1) Must be twenty-one (21) years or older.
 - (2) Must have a valid NYS CDL driver's license, valid for operation of this type of vehicle.
 - (3) Must have passed a driver physical examination, administered to NYS standard, and confirming physical ability to operate this type of vehicle (Ambulance/Bus). Physical examination is to be an annual requirement for continued employment.
 - (4) Must have passed a documented criminal background investigation; including fingerprints.
 - (5) Must have a clean driving record in compliance with applicable New York State requirements. The individual resided or worked and/or held a CDL driver's license or learner's permit during three (3) years preceding employment with Contractor.
 - (6) Must have passed a drug/alcohol screening examination.
 - (7) Must have completed and passed Safety and First Aid training provided by the organization, pursuant to applicable state laws.
 - (8) Must be certified as Emergency Medical Services Personnel in accordance with NYS Department of Health regulations (Chapter VI of Title 10 of the Official Compilation of Codes, Rules and Regulations, New York State Emergency Medical Services Code part 800, Emergency Medical Services)~~A defensive driving course, with annual defensive driving review forms completed per NYS guideline.~~
 - (9) Successful offeror shall provide a list of all personnel that will be performing contract tasks and requirements, including the name, title and job description of each employee, at a post-award meeting prior to starting performance.

- (10) Successful offeror shall provide written verification that all drivers are in compliance with applicable New York State requirements for the performance required under this contract prior to starting performance.

VEHICLE

The ambulance under the terms of this contract will be licensed and meet the minimum requirements as mandated by the Department of Transportation of the State of New York under Chapter VI of the Transportation Regulations such compliance maintained in current state throughout the term of the contract.

- a. All vehicles utilized in performance of this contract must comply with NYS Dept. of Health regulations regarding Certified Ambulance Services (Chapter VI of Title 10 of the Official Compilation of Codes, Rules and Regulations, New York State Emergency Medical Services Code part 800, Emergency Medical Services).~~All vehicles utilized in performance of this contract must comply with New York State Department of Transportation Rules & Regulations covering vehicles for hire to transport. Vehicles must display DOT inspection sticker. In addition to the above, all vehicles must be equipped with a standard size wheelchair, kept/stored onboard at all time with all vehicles assigned under this contract.~~ Furthermore, all vehicles must possess the following salient characteristics:

~~1. Capacity: Vehicles must be able to accommodate two standard wheelchairs locked down in place as well as one ambulatory seat with space for a folded wheelchair.~~

~~2.1.~~ Air conditioning and heating.

~~3.2.~~ Be equipped with permanently mounted cylinder holders for patients requiring oxygen. Patients will have portable oxygen cylinders.

~~4.3.~~ Be equipped with, a five-pound dry chemical or ABC type fire extinguisher or an IOBC (minimum D.L.) extinguisher mounted in an accessible place.

~~5.4.~~ Be equipped with an American Red Cross type 24 first aid kits or equivalent.

~~6.5.~~ Be maintained in a clean and sanitary condition.

~~7.6.~~ Be equipped with two (2) six inch amber flashing warning lights or one rotating amber beacon activated by opening of the loading door.

- b. Prior to award, the Contractor will be required to provide proof of vehicle inspection/maintenance records, reflecting compliance with Department of Transportation regulations, for each vehicle to be utilized under this agreement.

~~c. Standard wheelchair securement devices shall not be attached to van doors.~~

~~d. All standard wheelchair restraints (for occupied or unoccupied wheelchairs) shall hold the standard wheelchair stable in all manners of driving. Installation of wheelchair restraints should be installed according to the restrain manufacturer's installation instructions. After installing the resistant system the standard wheelchair should be properly positioned and restrained in the vehicle and tested for motion. The standard wheelchair should not be able to move more than 6 inches in any direction while driving under normal conditions.~~

- ~~e. Wheelchair securement systems intended for use while the standard wheelchair is occupied shall not be attached to any part of the standard wheelchair designed for easy removal (e.g., foot rest or arm rest), or to the cross member of the standard wheelchair. Patient must be secured in the standard wheelchair at all times when he/she is being transported to and from vehicle as well as being driven in an Ambulance.~~
- ~~f. Wheelchair restraints for use by driver of a motor vehicle must be operable (into and out of) the restraint solely by the driver, without the need of assistance. When the standard wheelchair is restrained in the driver's position, there must be an audible or visual signal to the driver that assures the driver that the wheelchair is fully restrained by the restrain system.~~
- ~~g. Vehicles equipped with a transfer seat should have a tie-down system to secure the unoccupied wheelchair and be placed in such a position as to allow adequate client transfer. The tie-down must be operable by the client and shall be clearly labeled, "for unoccupied wheelchair only", unless unit has been safety tested and approved for occupant use.~~
- ~~h. The only positions acceptable for a wheelchair occupant will be forward facing or side facing, Securement systems for passengers must conform to all other wheelchair tie-down requirements.~~
- ~~i. A seat belt restraint system must be provided at each driver and passenger position. Anchorage's for occupied restrains shall either be directly to the vehicle or be mounted to suitable points on the standard wheelchair or wheelchair restraint, provided that such seat belts comply with the 30 MPH/20G force testing. Do not anchor to any movable or removable parts of the motor vehicle.~~
- ~~j. Additional chest straps, body positioners or other equipment may be added where necessary to assist in a client's balance and stabilization.~~
- ~~k. All wheelchair securement systems, in conjunction with a safety belt system, must keep the standard wheelchair and occupant securely retained in the event of a 30MPH/20g frontal collision.~~
- ~~l. All wheelchair securement systems must be installed according to the manufacturer's specifications and instructions.~~
- ~~m. Three/four wheel scooter type wheelchairs or transport chairs will be transported only if properly secured within the vehicle. No one will be allowed to be transported in a three/four wheel scooter type wheelchair or transfer chair.~~

~~n-c.~~ Safety belt systems will be provided whether the client is a driver or passenger.

~~o.~~ All occupant restraints must meet provisions of FMVSS 209 and 210

~~p-d.~~ On some vehicles, occupant restraint attachment points may be in the roof area. This type of attachment may require reinforcements to facilitate proper mounting support.

AMBULANCE MEDICAL EQUIPMENT

Each emergency care vehicle will have patient compartment facilities, oxygen and suction systems and equipment, environmental climatic equipment communications and additional systems equipment accessories and supplies as required by the applicable codes, rules and regulations established by Federal, State and Local regulating authorities.

VEHICLE PERFORMANCE

The Government reserves the right to inspect any vehicle which will be used to provide services under this contract and reject any vehicle or equipment within the vehicle, without advance notification, found to be in a faulty condition or equipped in a manner which does not comply with contractual provisions. Such suspensions will be effective at the time of arrival of such equipment, or at the time the Contracting Officer notifies the contractor that deficiencies have been reported.

GLOBAL POSITIONING SYSTEM (GPS)

All vehicles shall be equipped with a GPS system which has the following capabilities:

- a. Address to address routing
- b. Voice prompts for turns & guidance
- c. Built in road maps – detailed road map displays
- d. Route capabilities show best route to take from point A to point B
- e. Waypoints capable shows locations & ability to pint to a desired destination
- f. Turn Here – unit gives signal for a next turn
- g. Maps user can upload maps for area needed
- h. Traveling user can input series of addresses the unit displays lowest time/distance route between several destinations points
- i. Large & bright screen that is easily visible to the driver
- j. Engine idle – tells you that the vehicle has stopped and is on/running
- k. Calculates speed from starting point to ending point
- l. Calculates travel mileage

EXTRAORDINARY CONDITIONS

When conditions unforeseeable and/or uncontrollable by the Contractor occur, such as: storms, flooding, or other hazardous road and travel situations, time and distance qualifications shall be considered secondary to safety precautions. Any delays or exceptions to the required quality of services, due to such substantial difficulties, shall be reported to the Travel Unit/per vehicle, if only a few ambulance are involved, or per event if all drivers in particular area were affected. The COR or designee will indicate concurrence or non-concurrence re-excusing such delays for the reasons communicated to the Contracting Officer.

RESPONSE TIME

Response time requirements are delineated below. The term "Scheduled Trip" as used in this contract refers to those trips in which the Contractor has been given advance notice (advance notice is defined as notice given by 4:30 p.m. the prior business day) of required services and a specific pick-up time. The term "Unscheduled Trip" as used in this contract refers to those trips required on an as needed basis where advance notice is not given).

- a. The Contractor shall be present to receive the patient at the specified time; within 30 minutes or sooner FOR SCHEDULED CALLS, or 60 minutes FOR UNSCHEDULED CALLS. For time lost in waiting at either end or both ends of a trip due to causes beyond his control, the Contractor will be reimbursed at a rate of one-fourth the hourly rate quoted in his bid for each quarter hour or fraction thereof in excess of one quarter (1/4) hour from the time he reports to the designated person. The Contractor will call the Beneficiary Travel Office, alerting the travel representative, as soon as he anticipates that a delay may develop for which he expects to claim reimbursement. This call is for the purpose of verifying his arrival time at pick-up/drop off point and is not necessary if the Contractor anticipates no delay for which he will claim reimbursement.
- b. Response time for emergencies must be within 30 minutes of the call placed to the Contractor by the VA. All emergencies will be billed as ALS services.
- c. AMI Criteria is to be followed for all patients with acute myocardial infarct. A response time must be within 30 minutes or less in order to ensure that patient can be transported to appropriate designated site. Contractor is required to notify the VA within five (5) minutes of call that requested services can be provided.

SPECIAL REQUIREMENTS

Contractor will be responsible to ensure that Contractor employees providing work on this contract is fully trained, certified, and when appropriate, licensed and completely competent to perform the required work.

- a. The Contractor is required to maintain records that document competence/performance level of Contractor employees working on this contract. In accordance with NYS, Joint Commission and other regulatory requirements, the Contractor shall maintain a file for each driver to include the following information, and to be provided to the Contracting Officer upon request:
 - a. Copy of valid NYS driver's license.
 - b. Initial and subsequent annual physical examination assessments.
 - c. Completed criminal background investigation with fingerprints.
 - d. Completed drug/alcohol screening examinations.
 - e. Annual review of driving record.
 - f. Annual record of driver violations/accidents.

- g. Biennial behind-the-wheel driving test conducted by Contractor.
 - h. ~~Annual Safety/First Aid training certificates~~Proof of current Safety/First Aid Certification.
 - i. Competency assessment checklist/Annual performance summary.
- b. All Contractor personnel performing contract services shall meet the qualifications as specified in this contract, as well as any qualifications required by Federal, State, County, and local government entities from the place in which they operate. Contractor personnel shall meet these qualifications at all times while performing contract services.
 - c. Notwithstanding other contract requirements, upon request of the Contracting Officer, the Contractor will remove from the work site any Contractor employee who does not comply with or meet competency requirements for the work being performed.
 - d. When changes in Contractor personnel are approved in accordance with the "Key Personnel" clause of the contract, the Contractor must provide evidence of current competence assessment, and current performance evaluation that supports the requirements above.

Article 19-A – NY Vehicle and Traffic Law, is incorporated by reference in this acquisition and may be viewed at the following address <http://dmv.ny.gov/forms/ds700.pdf>.

EVIDENCE OF INSURANCE COVERAGE

After award of contract and before commencement of service, the Contractor shall furnish to the Contracting Officer a certificate of insurance which shall contain an endorsement to the effect that cancellation of, or any material change in, the policies which adversely affect the interests of the Government in such insurance shall not be effective unless a thirty (30) day written notice of cancellation or change is furnished to the Contracting Officer.

INVOICES:

Invoices shall be submitted monthly in arrears. All invoices from the Contractor shall be submitted electronically. Contractor shall follow e-Invoice Submission Protocol as described:

<http://www.fsc.va.gov/einvoice.asp>

Disagreement with suspensions to payment of invoice will be brought to the attention of the COR within 60 days of receipt of payment. Supporting document for payment of suspended payments shall be presented within 60 days of receipt of explanation of the suspension.

DETAILED MONTHLY REPORTS

The Contractor shall maintain a record of all trips (whether scheduled on the travel log or add-on) and, to support each monthly invoice, provide a detailed report to the COR of all trips which occurred during the period invoiced. This report shall include the following:

1. Patient's name
2. Date of birth
3. Date and time of trip
4. Point of origin and destination
5. Mileage, wait time, and any other authorized additional charges associated with that trip.

The manner of transmission of these reports shall be in accordance with VA/VHA security/privacy policies as the report contains private individual information (PII). Please see the Security/Privacy section of the solicitation for specific details on transmission requirements.

The printed report shall accompany the invoice for each billing cycle, **OR**, to constitute a proper invoice, an original submitted invoice must include the following information:

- Name and address of the business concern, payment terms, and invoice date.
- Contract Number: and purchase order number (if applicable).
- Name (where practicable), title, phone number, and complete address of responsible official to whom payment is to be sent.
- Patient's name, date of birth, date of service, point of origin, and destination.
- Pick-up and delivery points, waiting time, and mileage charges are to be listed as separate line items per patient.

CANCELLATIONS

On trips within the Nassau/Suffolk County limits, there will be no charge to the Government for cancellations made at least thirty (30) minutes prior to scheduled pick-up time. Outside of the above county limits, there will be no charge to the Government for cancellations made prior to the vehicle being dispatched. For orders that are cancelled while the Contractor is already in route to the designated pick-up, the Contractor shall be entitled to receive 50% of the base rate for the trip, or mileage, if outside of Nassau/Suffolk Counties, as provided in the Pricing Schedule. Should the Contractor arrive at a destination before VA cancels the order, or if the Contractor is unable to perform a scheduled pick-up for reasons beyond the Contractor's control, e.g., incorrect address, or patient absence, or patient refusal, then the Contractor shall receive the base rate for trips within Nassau or Suffolk County or mileage for trips outside of Nassau/Suffolk County.

PATIENT WELFARE AND ABUSE

- a. The contractor shall be responsible for patient welfare during transport. Drivers shall be responsible to ensure that patients are not left abandoned at their destination. Drivers are to insure that patients are left in the care of a responsible person prior to departure from drop off point. The contractor shall also be held responsible for patient and/or Government's property during transport. Any damaged or lost ~~wheel chairs (including power wheelchairs)~~, walkers, crutches, or personal belongings will be replaced by the Contractor.
- b. Contractor employees shall ensure proper loading/unloading techniques are followed at all times. ~~Patients in wheelchairs shall be loaded onto ramps, ensuring all safety systems are working properly, e.g. roll back stops.~~
- c. Contractor must take into consideration that he will be transporting ill/psychiatric patients. Special consideration should be taken in transporting psychiatric patients requiring restraints.

- d. The VA reserves the right to bar any driver or attendant from transporting VA beneficiaries should he/she violate any terms of this contract.
- e. Contractor is responsible for enforcing NO SMOKING requirements in vehicles while performing service under this contract.

INCIDENT/ACCIDENT REPORT

In all cases where an incident or accident occurs while a VA patient is in the contractor's care, the Contractor shall notify the Travel Office or Administrative Officer of the Day (AOD), within one hour of the occurrence of the incident(s) by telephone; in cases where immediate emergency medical treatment is deemed necessary, notifications will be required upon arrival at the nearest facility. A written report of the incident(s) will be delivered to the Travel Office Supervisor or COR, by close of business the next working day. In all cases, patients must be cleared by this facility's emergency room physician. Clearance must be documented. Contact can be made with the travel office during business hours and with the admitting desk during off tours.

TRAVEL OFFICE

Driver is required to notify the Travel Office in person when picking up or discharging a patient during regular duty hours of 8am – 4:30pm, Monday through Friday. After 4:30pm, weekends and holidays, the Administrative Officer of the Day shall be notified.

Signed trip tickets for all transports must be provided by the Contractor driver at the time of transport to the Travel Clerk at the VA. Trip tickets shall also be provided electronically to the Northport Travel Clerk. All trip tickets will be completed with the following information: company name, date and actual time of pickup, patient name, origin and destination, physician orders, approved waiting time, mileage, driver/attendant names, receiving attendant's signature, applicable comments. Tickets shall be maintained by the Contractor for record. Copies of signed trip tickets may also be requested/used for proof of transport for billing purposes. Failure to comply could result in non-payment. All trip tickets should contain the following information:

- a. Patient's Name
- b. Date and time of pickup and/or delivery
- c. Vehicle Identification Number
- d. Name of driver
- e. Contractor name and contract number
- f. Signature from sending unit and destination ensuring the patient arrived.

VA WILL FURNISH

VA will provide designated parking spaces for the company awarded this contract just outside the Emergency Room entrance, Bldg. 200.

Authorized Medical Center Personnel: Prior to performance, the Contracting Officer shall provide the Contractor with a list of names or position titles and phone number of authorized Government

personnel who may request services and receive calls from Contractor regarding contract performance. This list will be updated and submitted to the Contractor as changes occur. The Contractor shall ensure that requests for services are received from authorized medical center personnel. Services rendered in response to request from other than authorized personnel shall be at the risk of the Contractor and any cost related thereto shall be borne by the Contractor.

PATIENT RIGHTS AND INCIDENT REPORTS

1. The contractor shall be courteous to VA beneficiaries and shall not smoke while transporting patients. Patients may bring a reasonable amount of equipment, such as a ~~folding wheelchair~~, consumable medical supplies and personal suitcase.
2. The contractor shall immediately notify the VA of any incidents involving injury to VA patients during transport. The contractor shall complete and submit to the COR within 1 business day, an Incident Report with all information necessary for any full review.
3. The Contractor shall notify the COR, in writing within 24 hours of any complaints made by the patients with regards to the Ambulance service. The contractor may provide recommendations for improved services along with the patient complaints for the VA’s review. No recommendations shall be construed as being effective until and unless it is provided as written modification to the contract from the Contracting Officer.
4. The contractor shall maintain at a minimum a 100% compliance rate regarding patients’ rights. Failure of the Contractor to perform in compliance with the contract rating may constitute sufficient cause for termination of the contract for cause, (see FAR clause 52.212-4(m)).

QUALITY ASSURANCE SURVEILLANCE PLAN:

The purpose of this Quality Assurance Surveillance Plan (QASP) is to provide guidance on how the quality of services provided under this contract will be monitored. Quality assurance will be conducted by the COR.

The Contractor will be notified any time a performance standard is missed or of any complaints related to services provided or personnel performance issues. The Contractor will be given an opportunity to correct any deficiency noted. The timeframe for correcting deficiencies will be determined on a case by case basis by the Contracting Officer in coordination with the COR.

Task	ID	Indicator	Standard	Acceptable Quality Level	Method of Surveillance	Incentive/Penalty
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Hours of Operation	1	Work Hours	The Contractor shall provide 24 hour/7 days a week, regardless of distance,	100%	Daily Observation	Negative past performance rating for failure to comply.
Initial Pick-up Delivery /wait time	2	Patient must be picked up and/or Delivered by the Contractor's employees in a timely manner as defined by their SOW	Contractor will be responsible for pick-up and delivery points, actual time of arrival at pick-up and delivery points and actual waiting time at pick-up and delivery points.	95%	Daily Observation/ Review of Transportation Log	Negative past performance rating for failure to comply.

<p>Environment of Care</p>	<p>3</p>	<p>Vehicles and medical equipment</p>	<p>Contractor shall be responsible to ensure that all vehicles operated and medical equipment utilized under the terms of this agreement meet all established requirements defined by this contract .</p>	<p>100%</p>	<p>Periodic Review of Contractor On-Site Vehicle and Equipment Maintenance/Inspection Records validating compliance with all State requirements.</p> <p>Contractor will be required to provide annual compliance logs for all vehicles/equipment utilized to provide service to the VA.</p> <p>Contractor vehicles will also subject to physical inspection by the VA at any time during the contract.</p>	<p>Contractor will be fully responsible to ensure that all vehicles in operation under this agreement meet all requirements. Negative past performance rating for failure to comply.</p>
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Task	ID	Indicator	Standard	Acceptable Quality Level	Method of Surveillance	Incentive/Penalty
Driver Adequacy / Fitness for Duty	4	Contractor Personnel	<p>Contractor shall test drivers for prohibited drug use and alcohol misuse; administer a criminal background check, to the maximum extent permitted by <u>NY State Law</u>.</p> <p>Contractor shall be responsible to maintain on-site records of all employee competency requirements.</p>	100%	Periodic Inspection of Contractor On-Site Competency Records for employees	<p>If it is determined that a Contractor operator failed to meet all specified requirements, VA may provide negative past performance information and choose not to exercise any remaining option periods. Additionally, VA may issue a cure notice and potentially terminate the contract for default.</p>

<p>Patient Safety Patient Satisfaction</p>	<p>5</p>	<p>Patient safety incidents must be investigated, confirmed and resolved.</p>	<p>The Contractor shall notify the COR of any problems transporting patients. The COR or designee shall be notified within one hour of the occurrence of the incident(s) by telephone and, if requested by the COR and/or Contracting Officer (CO), a written report of the incident(s) will be delivered to the COR or his/her designee by close of business the next working day.</p>	<p>100%</p>	<p>Direct Observation/ Review of Trip Sheets/logs/Contract or notifications</p>	<p>If it is determined that a Contractor operator failed to meet requirements regarding the reporting of patient safety incidents, VA may provide negative past performance information and choose not to exercise any remaining option periods. Additionally, VA may issue a cure notice and potentially terminate the contract for default.</p>
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Task	ID	Indicator	Standard	Acceptable Quality	Method of	Incentive/Penalty
Handling Patient Complaints	6	Patient complaints about the quality of service will be reported to the COR, and the Contractor	The Contractor shall notify the COR and Contracting Officer, in writing within 24 hours, of any complaints made by the patients with regards to transportation services.	100%	Customer Feedback	If it is determined that a Contractor operator failed to meet requirements regarding the reporting of patient safety incidents, VA may provide negative past performance
Billing Errors	7	Invoice Procedures	Billings must comply with Mileage Guide/Rates listed in the contract	100%	COR will perform random sampling of monthly trip tickets against monthly invoice to ensure accuracy.	VA will not pay for services not requested or for any charges which exceed agreed upon base and mileage rates.

BUSINESS ASSOCIATE AGREEMENT: The contract resulting from this solicitation has been identified as requiring a Business Associate Agreement as defined in Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-191. See Section D: Attachments.

PRIVACY REQUIREMENTS

The contractor, their personnel, and their subcontractors shall be subject to the Federal laws, regulations, standards, and VA Directives and handbooks regarding information and information system security as delineated in this contract. The contractor is also responsible to abide to the rules set forth in VA Handbook 6500.6 Appendix C. Paragraphs 2, 3,6,7,8 and 9.

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE FOR INCLUSION INTO CONTRACTS, AS APPROPRIATE

VA HANDBOOK 6500.6, CONTRACT SECURITY. APPENDIX C

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.

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.

Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

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.

VA INFORMATION CUSTODIAL LANGUAGE

c. 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).

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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 COTR.

SECURITY INCIDENT INVESTIGATION

d. 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 COTR 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.

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.

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.

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.

LIQUIDATED DAMAGES FOR DATA BREACH

e. 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.

f. 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.

g. 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.

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 may incur to repair falsified or damaged credit records, histories, or financial affairs.

TRAINING

h. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:

(1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;

(2) Successfully complete the VA Privacy and Information Security Awareness and Rules of Behavior training and annually complete required security training;

(3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and

(4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]

The contractor shall provide to the contracting officer and/or the COTR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

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.