

B.3 PERFORMANCE WORK STATEMENT

1. GENERAL

1.1. SERVICES REQUIRED: Contractor shall provide Sterile Supply Technician Services by providing Fifteen (15) Full-Time Equivalent (FTE) Sterile Supply Technicians to support healthcare operations and work with reusable medical equipment (RME) and clinical/dental/surgical instrumentation and endoscopes used to deliver care and assistance for eligible veteran beneficiaries at the Malcom Randall VA Medical Center, Lake City VA Medical Center, Tallahassee Outpatient Clinic, Jacksonville Outpatient Clinic and the Villages VA Outpatient Clinics. Sterile Supply Technicians to work in Decontamination, Sterilization, Examining, Assembling, Packaging, Receiving, Storing and Distributing Supply Items to Wards, Clinic Units and Operating Room areas.

North Florida/South Georgia Veterans Health System provides Sterile Supply Technician services as part of its care for patients. Contractor and Sterile Supply Technicians must have direct work experience working in a healthcare setting with Dental and/or surgical instrumentation and endoscopes. The requirements for Sterile Supply Technicians are to decontaminate, sterilize and assemble dental and/or surgical instrument sets and reprocessing flexible endoscopes; maintain, store and packing of reusable medical equipment (RME) as well as document sterilization and decontamination processes.

1.2. PLACE OF PERFORMANCE: The services to be performed at the Malcom Randall Veteran Affairs (VA) Medical Center located at 1601 SW Archer Road, Gainesville, FL 32608, the Lake City VA Medical Center located at 619 S. Marion Avenue, Lake City, Florida 32025, the Tallahassee Outpatient Clinic located at 1607 St. James Court, Tallahassee, FL 32308, the Jacksonville Outpatient Clinic located at 1833 Boulevard Street, Jacksonville, FL 32206, and The Villages Outpatient Clinic located at 8900 SE 165th Mulberry Lane, The Villages, FL 32162.

1.3. AUTHORITY: Title 38 USC 8153, Health Care Resources (HCR) Sharing Authority. This procurement will be conducted according to a combination of FAR Parts 12 – Acquisition of Commercial Items in conjunction with FAR Part 15 - Contracting by Negotiation. The text of the FAR is available at <http://www.arnet.gov/far/>.

1.4. POLICY AND REGULATIONS: Contractor shall comply with all applicable policy and regulations, including, but not limited to, the following:

- 1.4.1. VA Directive 1663: Health Care Resources Contracting - Buying
http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=347
- 1.4.2. VHA Directive 2006-041 “Veterans’ Health Care Service Standards” (expired but still in effect pending revision)
http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1443
- 1.4.3. VHA Handbook 0710: Personnel Suitability and Security Program
http://vaww1.va.gov/vapubs/viewPublication.asp?Pub_ID=487&FTType=2
- 1.4.4. VHA Handbook 1100.17: National Practitioner Data Bank Reports -
http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2135
- 1.4.5. VHA Handbook 1100.18: Reporting And Responding To State Licensing Boards -
http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1364
- 1.4.6. VHA Handbook 1100.19: Credentialing and Privileging -
http://www.va.gov/VHAPUBLICATIONS/ViewPublication.asp?pub_ID=2910
- 1.4.7. Privacy Act of 1974 (5 U.S.C. 552a) as amended
http://www.justice.gov/oip/foia_updates/Vol_XVII_4/page2.htm
- 1.4.8. Health Insurance Portability and Accountability Act of 1996:

<http://www.cms.gov/Regulations-and-Guidance/HIPAA-Administrative-Simplification/HIPAAGenInfo/downloads/hipaalaw.pdf>

1.4.9. HHS Standard for Privacy of Individually Identifiable Health Information

<http://www.hhs.gov/regulations/index.html>

1.4.10. HHS OIG Website – <http://oig.hhs.gov/exclusions/index.asp>

1.4.11. Joint Commission – <http://www.jointcommission.org/standards/>

1.5. DEFINITIONS/ACRONYMS:

1.4.1 **AAMI:** Association for the Advancement of Medical Instrumentation

1.4.2 **CBSPD:** Certification Board for Sterile Processing and Distribution

1.4.3 **CDC:** Center for Disease Control

1.4.4 **CFR:** Code Federal Regulations

1.4.5 **CLIN:** Contract Line Item Number

1.4.6 **CO:** Contracting Officer

1.4.7 **COR:** Contracting Office Representative

1.4.8 **COS:** Chief of Staff

1.4.9 **CPARS:** Required Registration With Contractor Performance Assessment Reporting System

1.4.10 **CRCST:** Certified Registered Central Service Technician

1.4.11 **CST:** Certified Surgical Technologist

1.4.12 **EFT:** Electronic Funds Transfer

1.4.13 **FAR:** Federal Acquisition Regulations

1.4.14 **FDA:** Federal Drug Administration

1.4.15 **FTE:** Full-Time Equivalent

1.4.16 **HCR:** Health Care Resources

1.4.17 **HIPAA:** Health Insurance Portability and Accountability Act

1.4.18 **IAHCAMM:** International Association of Healthcare Central Service Materiel Management

1.4.19 **ICC:** Government Infection Control Committees

1.4.20 **JC:** Joint Commission

1.4.21 **QASP:** Quality Assurance Surveillance Plan

1.4.22 **NF/SG:** North Florida/South Georgia Veterans Health System

1.4.23 **MSDS:** Material Data Safety Sheets

1.4.24 **OPM:** Office of Personnel Management

1.4.25 **OSHA:** Occupational Safety and Health Administration

1.4.26 **PO:** Privacy Officer

1.4.27 **POP:** Period of Performance

1.4.28 **RME:** Reusable Medical Equipment

1.4.29 **RFP:** Request for Quotation

1.4.30 **SOP:** Standard Operating Procedures

1.4.31 **SPS:** Sterile Processing Service

- 1.4.32 **TJC:** The Joint Commission
- 1.4.33 **USC:** United States Code
- 1.4.34 **VA:** Department of Veterans Affairs
- 1.4.35 **VAAR:** Veterans Affairs Acquisition Regulation
- 1.4.36 **VAFSC:** VA Financial Service Center
- 1.4.37 **VAMC:** Veterans Affairs Medical Center
- 1.4.38 **VISTA:** Veterans Health Information System and Technology Architecture
- 1.4.39 **VHA:** Veterans Healthcare Administration

1.6. **TERM OF THE CONTRACT:** This contract will be effective for one (1) year base with four (4)-one (1) year options. The contract will be subject to the availability of funds. The contractor shall perform no services after February 26 of any year until the Contracting Officer authorizes such services in writing.

2. QUALIFICATIONS

2.1. **STAFF:** The Contractor shall be responsible to ensure that Contractor personnel providing work are fully trained and completely competent to perform the required work. Contractor shall ensure personnel assigned meet the following minimum requirements:

2.1.1. **BOARD CERTIFICATION/ELIGIBILITY:** Certified Surgical Technologist (CST) through an accredited Surgical Technologist Training Program or one (1) year hands on experience with Dental and/or Surgical Instruments or endoscopes. The following certifications are acceptable for the position of Sterile Supply Technician (Certification Board for Sterile Processing and Distribution (CBSPD), Certified Registered Central Service Technician (CRCST), International Association of Healthcare Central Service Materiel Management (IAHCSMM). These certifications are routinely pursued by Sterile Supply Technicians. Training/experience as volunteer or other capacity from NF/SG may shorten duration of experience required. The Sterile Supply Technicians understand infection prevention concepts. The Contractor shall submit in writing, within fourteen (14) calendar days of their personnel being assigned to provide services under this contract, a roster of personnel and/or Subcontractors along with a copy of their current credentials/experience that may be providing service to the NF/SG Veterans Health System for review.

Each Contractor and any of its subcontractors shall have all licenses, permits, accreditation, and certifications required by law.

The qualifications of such personnel shall also be subject to review by the Medical Centers Chief of Staff and approval of the Medical Centers Facility Director.

All continuing education courses required for maintaining certification must be kept up to date at all times.

2.1.2. **TECHNICAL PROFICIENCY:** Sterile Supply Technician(s) shall be technically proficient in the skills necessary to fulfill the government's requirements, including the ability to speak, understand, read and write English fluently. Contractor shall provide documents as needed to verify current and ongoing competency, skills, certification and/or licensure related to the provision of care, treatment and/or services performed.

2.1.3. **TRAINING (VA MANDATORY):** Contractor shall meet all VA mandatory course requirements defined herein. All mandatory training shall be completed by the Contractor personnel as required by the VA. Refer to Privacy Training (Mandatory), page 26.

2.1.4. **STANDARD PERSONNEL TESTING/INFECTION CONTROL:** The Contractor shall verify, and document, that all Sterile Supply Technician(s) who provide patient care services at the assigned clinic have the following before they provide any service related to this contract:

- a. Health examinations including annual TB skin test result.
- b. Either has received the Hepatitis B vaccine series, or are immune as a result of acquired infection, or have been offered and refused the vaccinations
- c. Received measles-mumps-rubella (MMR) vaccine. (Combined vaccine (MMR) is the vaccine of choice if individuals are likely to be susceptible to more than one of the three diseases and is required for all persons born after 1956.
- d. A negative PPD within the last year, or, if a known reactor, a negative chest X-Ray within the past year.
- e. A history of varicella (chicken pox) or, if unknown, results of a varicella antibody test. If non-immune, must be vaccinated with Varivax (Chicken pox).
- f. Received training in Universal Precautions and Blood Borne Pathogens, Hazardous Material Management and Life Safety Management (fire preparedness).

2.1.5. CONFLICT OF INTEREST: The Contractor and all contract employee(s) are responsible for identifying and communicating to the CO and COR conflicts of interest at the time of proposal and during the entirety of contract performance. At the time of proposal, the Contractor shall provide a statement which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided. The Contractor shall also provide statements containing the same information for any identified consultants or subcontractors who shall provide services. The Contractor must also provide relevant facts that show how it's organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest. These statements shall be in response to the VAAR provision 852.209-70 Organizational Conflicts of Interest (Jan 2008) and fully outlined in response to the subject attachment in Section D of the solicitation document.

2.1.6. CITIZENSHIP RELATED REQUIREMENTS:

2.1.6.1. The Contractor certifies that the Contractor shall comply with any and all legal provisions contained in the Immigration and Nationality Act of 1952, As Amended; its related laws and regulations that are enforced by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor as these may relate to non-immigrant foreign nationals working under contract or subcontract for the Contractor while providing services to Department of Veterans Affairs patient referrals;

2.1.6.2. While performing services for the Department of Veterans Affairs, the Contractor shall not knowingly employ, contract or subcontract with an illegal alien; foreign national non-immigrant who is in violation their status, as a result of their failure to maintain or comply with the terms and conditions of their admission into the United States. Additionally, the Contractor is required to comply with all "E-Verify" requirements consistent with "Executive Order 12989" and any related pertinent Amendments, as well as applicable Federal Acquisition Regulations.

2.1.6.3. If the Contractor fails to comply with any requirements outlined in the preceding paragraphs or its Agency regulations, the Department of Veterans Affairs may, at its discretion, require that the foreign national who failed to maintain their legal status in the United States or otherwise failed to comply with the requirements of the laws administered by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor, shall be prohibited from working at the Contractor's place of business that services Department of Veterans Affairs patient referrals; or other place where the Contractor provides services to veterans who have been referred by the Department of Veterans Affairs; and shall form the basis for termination of this contract for breach.

2.1.6.4. 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 prosecution under 18 U.S.C. 1001.

2.1.6.5. The Contractor agrees to obtain a similar certification from its subcontractors. The certification shall be made as part of the offerors response to the RFP using the subject attachment in Section D of the solicitation document.

2.1.7. ANNUAL OFFICE OF INSPECTOR GENERAL (OIG) STATEMENT: In accordance with HIPAA and the Balanced Budget Act (BBA) of 1977, the Department of Health and Human Services (HHS) Office of Inspector General (OIG) has established a list of parties and entities excluded from Federal health care programs. Specifically, 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.

2.1.7.1. Therefore, Contractor shall review the HHS OIG List of Excluded Individuals/Entities on the HHS OIG web site at <http://oig.hhs.gov/exclusions/index.asp> to ensure that the proposed contract physician(s) are not listed. Contractor should note that any excluded individual or entity that submits a claim for reimbursement to a Federal health care program, or causes such a claim to be submitted, may be subject to a Civil Monetary Penalty (CMP) for each item or service furnished during a period that the person was excluded and may also be subject to treble damages for the amount claimed for each item or service. CMP's may also be imposed against the Contractor that employ or enter into contracts with excluded individuals to provide items or services to Federal program beneficiaries.

2.1.7.2. By submitting their proposal, the Contractor certifies that the HHS OIG List of Excluded Individuals/Entities has been reviewed and that the Contractors are and/or firm is not listed as of the date the offer/bid was signed.

2.1.7.3 Exclusions and Sanction Certification: Contractor shall provide annual written certification to the CO which certifies that all employees, subcontractors and their employees have been checked to ensure that all agents providing services under this contract have been found not to be listed on the List of Parties Excluded from Federal Programs and the HHS/OIG Cumulative Sanction Report. The annual certification shall be provided within three weeks after award and within three weeks after the exercise of any option periods.

2.2. TECHNICAL DIRECTION: The Sterile Supply Technicians shall receive workload and patient assignments from the Chief of Sterile Processing Service (SPS). The Government may evaluate the quality of professional and administrative services provided but retain no control over the medical and professional aspects of service rendered.

VA reserves the right to approve the assignment of individual personnel furnished by the Contractor to perform the functions specified in the contract. The Contractor is required to maintain records that document competence/performance levels of Contractor personnel working on this contract in accordance with TJC, and other regulatory- body requirements. Association for the Advancement of Medical Instrumentation (AAMI) is the guidelines followed by the VA. The Joint Commission routinely inspects the VA to ensure that AAMI guidelines are being met and that Manufacture Instructions for Use (IFU) are followed on all Reusable Medical Equipment. The Contractor shall provide a current copy of the competence assessment checklist and semi-annual performance evaluation to the COR for each Contractor's personnel working on this contract.

The services to be performed by the contractor shall be performed in accordance with the VA policies and procedures and the regulations of the medical staff by the laws of the VA facility. These include local Standard Operating Procedures (SOP) in accordance with manufacturer's written recommendations when reprocessing RME. MSDS should be read, and Infection Prevention and Control procedures consulted as needed. Recommend following International Association of Healthcare Central Service Materiel Management (IAHCSMM) guidelines. Knowledge of the E. H. Spaulding Classification System sufficient to determine sterilization parameters for all RME as outlined by Federal Drug Administration (FDA) and Center for Disease Control (CDC).

2.3. NON PERSONAL SERVICES: This is a non-personal services contract. There is no employer-employee relationship between the VA and the contractor or personnel.

2.3.1. GOVERNMENT INHERENT FUNCTIONS: Contractor and Sterile Supply Technician(s) shall not perform inherently governmental functions. This includes, but is not limited to, determination of agency policy, determination of Federal program priorities for budget requests, direction and control of government employees, selection or non-selection of individuals for Federal Government employment including the interviewing of individuals for employment, approval of position descriptions and performance standards for Federal employees, approving any contractual documents, approval of Federal licensing actions and inspections, and/or determination of budget policy, guidance, and strategy.

2.3.2. NO EMPLOYEE STATUS: The Contractor shall be responsible for protecting the Sterile Supply Technician(s) furnishing services. To carry out this responsibility, The Contractor shall provide or certify that the following is provided for all their staff providing services under the resultant contract:

- Workers' compensation
- Professional liability insurance
- Health examinations
- Income tax withholding, and
- Social security payments.

2.3.3. TORT LIABILITY: The Federal Tort Claims Act does not cover Contractors or Sterile Supply Technician(s). When a Contractor or a member of their staff has been identified as a provider in a tort claim, The Contractor shall be responsible for notifying their legal counsel and/or insurance carrier. Any settlement or judgment arising from a Contractor's (or Sterile Supply Technician(s)) action or non-action is the responsibility of The Contractor and/or insurance carrier.

2.3.4. Contractor is required to maintain medical liability insurance for the duration of this contract. Contractor shall indemnify the Government for any liability producing act or omission by the contractor, personnel and against occurring during contract performance.

2.3.5. The Contractor shall assume full responsibility for the protection of its personnel furnishing services under this contract in accordance with the personnel policy of the Contractor, such as providing worker's compensation, professional liability insurance, health examinations, income tax withholding, and social security payments.

2.3.6. In accordance with FAR clause 28.307-2, the following applies: The Contractor is required to comply with applicable Federal and State workers compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. Employer's liability coverage of at least \$100,000 is required with the exception of states that do not permit workers' compensation to be written by private carriers.

2.3.7. The contractor cannot change key personnel without VA approval, and when changes in key personnel are approved, the contract prices may be adjusted accordingly to reflect the salary and benefit of the personnel actually providing the services.

1. General Liability: \$500,000 per occurrence.
2. Professional Medical Liability: One (1) million.

2.3.8. EVIDENCE OF COVERAGE: The Contractor shall furnish to the CO with their proposal 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 30-day written notice of cancellation or change is furnished to the CO.

The Contractor shall be responsible for providing annually copies of all required certificates of insurance to the CO.

2.4. KEY PERSONNEL AND EMERGENCY SUBSTITUTIONS

2.4.1. Contractor shall submit a listing of key personnel below:

Proposed Key Personnel for this contract:

2.4.2. During the first ninety (90) days of performance, the Contractor shall make NO substitutions of key personnel unless the substitution is necessitated by illness, death, 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 (2.4.3.) below. After the initial 90-day period of the contract, the Contractor shall submit the information required by paragraph (2.4.3.) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

2.4.3. 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 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.

2.4.4. For temporary substitutions where the key person will not be reporting to work for three (3) consecutive work days or more, the Contractor shall provide a qualified replacement for the key person. This substitute shall have comparable qualifications to the key person. Any period exceeding two (2) weeks will require the procedure as stated above.

2.4.5. The Government reserves the right to refuse acceptance of any Sterile Supply Technician(s) at any time after performance begins, if personal or professional conduct jeopardizes patient care or interfered with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal complaints by patients or other staff members to designated Government representatives. Standards for conduct shall mirror those prescribed by current federal personnel regulations. Should the VA COS or designee show documented clinical problems or continual unprofessional behavior/actions with any Sterile Supply Technician(s), she/he may request, without cause, immediate replacement of said Sterile Supply Technician(s).

2.4.6. The CO and COR shall deal with issues raised concerning Sterile Supply Technician(s) conduct. The final arbiter on questions of acceptability is the CO.

2.4.7. Contingency Plan: Because continuity of care is an essential part of VAMC's medical services, The Contractor shall have a contingency plan in place to be utilized if the medical technologist(s) leaves Contractor's employment or is unable to continue performance in accordance with the terms and conditions of the resulting contract.

3. HOURS OF OPERATION

3.1. **BUSINESS HOURS:** Sterile Supply Technician(s) shall be available and present in Sterile Processing Service (SPS) during hours of operation as follow:

3.2. WORK SCHEDULE:

- **Gainesville Tour Of Duty (TOD):** TOD Rotating Shifts Monday through Friday and one (1) Saturday for training per year 08:00am to 4:30pm, 12:00-8:30pm, 3:30pm- 1200am and 12:00 am to 08:30am shifts
- **Lake City Tour of duty (TOD):** Monday through Friday and one (1) Saturday for training per year 0700-1530, 08:00am to 4:30pm

- **Tallahassee Tour of duty (TOD):** Monday through Friday and one (1) Saturday for training per year 0700-1530, 08:00am to 4:30pm
- **Jacksonville Tour of duty (TOD):** Monday through Friday and one (1) Saturday for training per year 0700-1530, 08:00am to 4:30pm
- **Villages Tour of duty (TOD):** Monday through Friday and one (1) Saturday for training per year 0700-1530, 08:00am to 4:30pm

The reimbursement method for this contract will be FTE hourly. FTE is defined by VA as a minimum of 80 hours every 2 weeks and does not include holidays.

The contractor personnel will receive one (1) day off during the week on that one (1) Saturday that is worked for training.

No overtime is authorized for Sterile Supply Technician(s) to work nor is night differential pay authorized.

3.3. FEDERAL HOLIDAYS: The ten (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 shall be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a holiday by the U.S. Government agencies.

4. CONTRACTOR RESPONSIBILITIES

4.1. SERVICES REQUIRED: Contractor shall provide fifteen (15) FTE (31200 hours per year) Sterile Supply Technician. The Sterile Supply Technician(s) must have the ability to perform the following services, which include, but are not limited to the following:

(A) **Decontamination:** Knowledge and experience in removing gross contamination by soaking in a germicide, washing with a detergent-blood solvent, scrubbing with a brush and scouring powder, rinsing in tap and then distilled water or washing in a washer-sterilizer or ultrasonic unit. Pre sterilizes biological contamination before handling. Decontaminates all reusable supplies and equipment. Determines methods for decontamination, disinfection, and/or sterilization of instruments and/or equipment, packages items or assembles sets or trays.

(B) **Examines Condition of Supply Items:** Experience with visually examining items for damage, deterioration, or imperfections such as rust, pitting, and cracks.

(C) **Assembles/Packages/Wraps/Sterilizes Supply Items:** Knowledge or experience in packaging individual items or assembling items into sets or trays. Assembles trays or sets according to guides and in a logical manner, permitting effective sterilization. Determines appropriate method of sterilization and attaches chemical indicator tape to package. Sterilizes items comparing control tests to determine that correct parameters (e.g. time, temperature, and pressure) were obtained. Removes items from pre-sterilizers and determines type of tray or set to assemble based on recognition of key items and the operating room or clinic schedules. Examines items to insure that gross contamination has been removed. Assembles sets and trays by selecting appropriate tray, lining it with a towel, and arranging instruments in the tray in the correct manner. Strives for a logically arranged package that will permit effective penetration of the sterilizing medium. Places devices in the tray, selects correct wrapping for the tray, and wraps and labels tray. Selects correct sterilizing medium and cycles, and operates sterilizer. Aerates gas-sterilized items for correct period of time. Monitors operation of sterilizer with prescribed tests.

(D) Distributes Supply Items to Wards, Clinic Units or Operating Rooms: Knowledge of distributing items according to established requirements, special requests or as requisitioned. Fills requests for items based on daily schedules of needs or on individual requisitions. Performs daily inventories of wards or units supply areas and replenishes to appropriate stock levels. Consults with customers on items in short supply or out of stock, recommending possible substitutions. Sends requested items to wards and clinics via automated delivery systems. Periodically inventories stock. Maintains records on stock levels and recommends revisions in stock levels as the need for supplies changes.

(E) Receives/Stores/Controls Supply Items Stock: Knowledge of receiving new supplies, checks deliveries for quality, quantity, and price. Stores items in accordance with inventory system. Assists with inventory. Assembles and loads ward and operating room carts according to schedules, and fills special and emergency requests for supplies.

4.1.1. The Sterile Supply Technician(s) shall sign in and out at the area designated by the Contracting Officer Representative (COR).

4.1.2. The Chief, Sterile Processing Service (SPS) will monitor performance through direct observation as well as observation of work results on an ongoing daily basis.

4.1.3. The Sterile Supply Technician(s) shall adhere to Joint Commission Standards (<http://www.jointcommission.org/>).

4.1.4. The Sterile Supply Technician(s) may be exposed to surrounding which involve moderate risks or discomfort which require special precautions, i.e., infectious diseases, verbal and physical abuse from emotionally disturbed patients.

4.1.5. Dress apparel: The Sterile Supply Technician(s) shall be required to dress within the standards of the sterile processing service and NF/SG Veterans Health System standards according to local policy.

4.1.6. Routine work by the Sterile Supply Technician(s) is expected to be performed with a minimum of oversight; the Sterile Supply Technician(s) shall be required to perform duties on their own initiative,

4.1.7. The Sterile Supply Technician(s) shall work in the respective department with other staff technician. The Sterile Supply Technician shall be expected to cooperate with and participate in all routine duties or functions related to the service area to include ongoing training and competence assessment.

4.1.8. The Sterile Supply Technician(s) shall ensure a safe work environment and safe work habits.

4.1.9. The Contractor shall have sufficient qualified Sterile Supply Technician(s) so that services are provided in the event a scheduled Sterile Supply Technician resigns, is terminated, or is otherwise unavailable to work. Contract requirements are not altered or mitigated by inclement weather.

4.2. STANDARDS OF PRACTICE: Sterile Supply Technicians shall not perform services under this contract unless they have received a favorably adjudicated Special Agreement Check (SAC).

(A) As a condition of employment, Occupational Safety and Health Administration (OSHA) requires that all Sterile Supply Technician(s) who shall have occupational exposure to blood, other body fluids, or other potentially infectious materials, shall receive Hepatitis B vaccine or have documented proof of immunity to Hepatitis B infection.

(B) Sterile Supply Technicians having contact or exposure to biological or pathological specimens shall be immunized against, be granted an immunization waiver or have documented proof of immunity to: rubella, mumps, polio and Hepatitis B. In addition, Sterile Supply Technician(s) shall be free of infectious disease (to include but not limited to active Tuberculosis and Viral Hepatitis) that might reasonably be expected to place other workers, patients or the public risk.

(C) The Contractor shall provide the Contracting Officer Representative (COR) with certification that Sterile Supply Technician(s) have completed the medical evaluation required above, minimum of five (5) working days prior to performance of contract services. This certification shall state the date the Examination was completed, the doctor's name who performed the examination, a statement of concerning the physical health of the individual and the following statement: [Name of Sterile Supply Technician(s)] is suffering from no contagious diseases to include but not limited to, Tuberculosis, Hepatitis and Venereal Disease.

(D) The Contractor shall provide the COR with all the information necessary to ensure that Government records are maintained correctly and in compliance with the Joint Commission(JC), OSHA and the Center for Disease Control(CDC) health records requirements, for each individual contract health provider.

(E) The Government may take nose and throat cultures from Sterile Supply Technician(s) when required by Government Infection Control Committees (ICC).

(F) When a healthcare provider has been found medically unfit for providing services required under this contract, they shall be required to discontinue working immediately. Sterile Supply Technician(s) shall not return to work until given clearance by the appropriate physician.

(G) All Personnel shall maintain a neat personal appearance and maintain a professional decorum.

(H) Personnel shall wear special protective clothing when required and supplied by the VA. These items shall remain the property of the VA.

4.2.1. **GUIDELINES:** The Contractor shall perform the functions required under this contract in accordance with the rules of medical ethics Federal, State and local laws, rules and regulations, and Joint Commission (JC). The Contractor shall not participate nor be a party to any activities which are in conflict with Federal and/or State guidelines. In the event the Contractor encounters said conflicting situations, the Contractor shall notify the COR or the Contracting Officer to resolve such issues. The Contracting Officer shall document and be responsible for resolution of any such situations. Neither the VA nor the Contractor shall be responsible for any delays or failures to perform due to causes beyond each party's control. The VA and the Contractor may, upon mutual consent, modify the timing and schedule of services.

4.3. **EXCHANGE OF DATA:** Patient medical records shall not be exchanged and remain confidential.

4.4. **MEDICAL RECORDS**

4.4.1. **AUTHORITIES:** VHA Handbook 1605.1 and all other applicable privacy laws, regulations and VA Policies to include Privacy Program Manual No. 00-15, April 16, 2014 and as outlined in FAR Subpart 24.1 Protection of Individual Privacy and VA Directive 6500.6 Contract Security.

4.4.2. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):** In accordance with 45 CFR 164.502(e), the Privacy Rule includes exceptions to the Business Associate standard. This contract and its requirements meet the following exception and do not require a Business Associate agreement in order for Covered Entity to disclose Protected Health Information to: a health care provider for treatment. Based on this exception, a Business Associate agreement is not required for this contract. The Contractor must adhere to all VA security policies and applicable confidentiality statutes, include 38 U.S.C. 5701, 38 U.S.C. 5705, 38 U.S.C. 7332, 5 U.S.C. 552a (Privacy Act), as well as 45 U.S.C. Parts 160, 162 and 164 (Health Insurance Portability and Accountability Act).

4.4.3. **DISCLOSURE:** Patient medical records shall not be exchanged and remain confidential.

4.4.4. **PROFESSIONAL STANDARDS FOR DOCUMENTING CARE:** The use or disclosure of PHI, appropriate privacy requirements, specifications should be properly implemented before the contract/agreement goes into operation.

4.4.5. **RELEASE OF INFORMATION:** The VA will maintain control of releasing any patient medical information and will follow policies and standards as defined, but not limited to Privacy Act requirements. In the case of the VA authorizing the Contractor and Sterile Supply Technician(s) to release patient information, the Contractor and Sterile Supply Technician(s) in compliance with VA regulations and at his/her own expense, shall use [VA Form 3288, Request for and Consent to Release of Information from Individual's Records](#), to process "Release of Information Requests." In addition, the Contractor and Sterile Supply Technician(s) shall be responsible for locating and forwarding records not kept at their facility. The VA's Release of Information Section will provide the Contractor and Sterile Supply Technician(s) with assistance in completing forms. Additionally, the Contractor shall use [VA Form 10-5345, Request for and Authorization to Release Medical Records or Health Information](#), when releasing records protected by 38 U.S.C. 7332. Treatment and release records shall include the patient's consent form. Completed Release of Information requests will be forwarded to the VA Privacy Officer at the following address:

Mr. Dean Hill
NF/SG VA Healthcare System
1601 SW Archer Road
Gainesville, FL 32608

4.5. **DIRECT PATIENT CARE:** 80% of the time will be devoted to patient care activities.

4.6. **ADMINISTRATIVE:** 20% of the time will be devoted to non-patient care activities.

4.7. **PERFORMANCE STANDARDS, QUALITY ASSURANCE AND QUALITY IMPROVEMENT**

4.7.1. **METHODS OF SURVEILLANCE:** The COR may perform surveillance of services by:

- (A) **Direct Observation.** May be performance periodically or through 100% surveillance. Applicable to the following standards; Technical Competence, Customer Service and Personal Qualities.
- (B) **Periodic Inspection.** Evaluates outcomes on a periodic basis. Inspections may be scheduled daily, weekly, monthly, quarterly, annually or unscheduled. Applicable to the following standards; Technical Competence.
- (C) **Validated User/Customer Complaints/Gratitude.** Relies on the customer to identify deficiencies or Appreciations. Complaints are then investigated and validated. Applicable to the following standard–Personal Qualities.

4.7.2. **PERFORMANCE STANDARDS:** The Performance Requirements Summary Matrix, below includes performance standards. The Government will use these standards to determine contractor performance and shall compare contractor performance to the Acceptable Quality Level (AQL).

PERFORMANCE MEASURE

ID	Measures	PWS Reference	Performance Requirement	Standard	Acceptable Quality Level	Surveillance Method	Incentive	Disincentiv e/Deduct
1	Qualifications of Key Personnel	2.1.1.	Contractor shall be responsible to ensure all sterile supply technician(s) are fully trained and completely	All (100%) sterile supply technician(s) shall be Board Certified or Eligible through an accredited Surgical Technologist	100% Compliance, No deviations accepted.	Random Inspection of qualification documents.	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation.

			competent to perform the required services in accordance with PWS requirements.	Training Program or one (1) year of experience.				
2	Mandatory Training	2.1.3 6.4.6	Contractor's personnel shall complete all required training on time per VAMC policy.	All (100%) of required training is complete on time by contract personnel(s).	100% Compliance; no deviations.	Periodic Inspection;	Favorable contractor performance evaluation	Unfavorable contractor performance evaluation, Suspension or termination of all physical and/or electronic access privileges and removal from contract until such time as the training is complete.
3	Billing Accuracy	6.2.	Invoices must accurately reflect services provided by the contractor	100% accuracy- Billing, discrepancies must be corrected within 90 days.	100%	Billing statement will be checked against services performed.	Favorable contractor past performance	Unfavorable contractor performance evaluation
4	Privacy, Confidentiality and HIPAA	4.4.2. 5.6. 6.4.1.	Contractor is aware of all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA and complies with all standards. Zero breaches of privacy or confidentiality	All (100%) contractor sterile supply technician(s) comply with all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA	100% compliance; no deviations	Contractor shall provide evidence of annual training required by VAMC and report violations per VA Directive 6500.6	Favorable contractor performance evaluation	Unfavorable contractor performance evaluation, Immediate removal from contract.

4.7.3. REQUIRED REGISTRATION WITH CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)

4.7.3.1. As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs evaluates Contractor past performance on all contracts that exceed \$150,000, and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the Contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, CPARS, which is maintained by the Naval Seal Logistics Center in Portsmouth, New Hampshire. CPARS has connectivity with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies. PPIRS is the system used to collect and retrieve performance assessment reports used in source selection determinations and completed CPARS report cards transferred to PPIRS. CPARS also includes access to the FAPIIS. FAPIIS is a web-enabled application accessed via CPARS for Contractor responsibility determination information.

4.7.3.2. Each Contractor whose contract award is estimated to exceed \$150,000 is required to register with CPARS database at the following web address: www.cpars.csd.disa.mil. Help in registering can be obtained by contacting Customer Support Desk @ DSN: 684-1690 or COMM: 207-438-1690. Registration should occur no later than thirty days after contract award, and shall be kept current should there be any change to the Contractor's registered representative.

4.7.3.3. For contracts with a period of one year or less, the CO 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. Interim reports will be filed each year until the last year of the contract, when the final report will be completed. The report shall be assigned in CPARS to the Contractor's designated representative for comment. The Contractor representative will have thirty days to submit any comments and re-assign the report to the VA CO.

4.7.3.4. Failure to have a current registration with the CPARS database, or to re-assign the report to the CO within those thirty days, will result in the Government's evaluation being placed on file in the database with a statement that the Contractor

5. GOVERNMENT RESPONSIBILITIES

ALL CONTRACT ADMINISTRATION FUNCTIONS WILL BE RETAINED BY THE VETERANS AFFAIRS.

5.1. OVERSIGHT OF SERVICE/PERFORMANCE MONITORING: Contract Administration: After award of contract, all inquiries and correspondence relative to the administration of the contract shall be addressed to:

Elizabeth Romero, Contract Specialist
Department of Veterans Affairs Medical Center
5201 Raymond Street
Orlando, FL 32803
Phone: (407) 646-4062
Email: Elizabeth.Romero@va.gov

The Contracting Officer Representative (COR) for this contract is:

Robert Mott, Assistant Section Chief
Malcom Randall Veteran Affairs (VA) Medical Center
1601 SW Archer Road
Gainesville, FL 32608
Phone: 352-376-1611 x5914
Email: Robert.Mott@va.gov

5.2. CO RESPONSIBILITIES: The CO is the only person authorized to approve changes or modify any of the requirements of this contract. The Contractor shall communicate with the CO on all matters pertaining to contract administration. Only the CO is authorized to make commitments or issue any modification to include (but not limited to) terms affecting price, quantity or quality of performance of this contract.

5.2.1. The CO will resolve complaints concerning Contractor relations with the Government employees or patients. The CO is final authority on validating complaints. In the event the Contractor effects any such change at the direction of any person other than the CO without authority, no adjustment shall be made in the contract price to cover an increase in costs incurred as a result thereof.

5.2.2. In the event that contracted services do not meet quality and/or safety expectations, the best remedy will be implemented, to include but not limited to a targeted and time limited performance improvement plan; increased monitoring of the contracted services; consultation or training for the Sterile Supply Technician(s) to be provided by the VA or the contract agency as indicated; replacement of the Sterile Supply Technician(s) and/or renegotiation of the contract terms or termination of the contract.

5.3. COR RESPONSIBILITIES:

5.3.1. The COR will be the VA official responsible for verifying contract compliance. After contract award, any incidents of Contractor or Contractor noncompliance as evidenced by the monitoring procedures will be forwarded immediately to the CO.

5.3.2. The COR will be responsible for monitoring the Contractor's performance to ensure all specifications and requirements are fulfilled. Quality Improvement data that will be collected for ongoing monitoring includes but is not limited to: enter data that may be collected.

5.3.3. The COR will maintain a record-keeping system of services by the use of the VA-based VISTA hospital computer system. The COR will review this data monthly when invoices are received and certify all invoices for payment. Any evidence of the Contractor's or Sterile Supply Technician(s) non-compliance as evidenced by the monitoring procedures shall be forwarded immediately to the CO.

5.3.4. The COR will be responsible for monitoring the contractor's performance to ensure all specifications and requirements are fulfilled. Quality Improvement data that shall be collected for ongoing monitoring includes but is not limited to: statistics for consults, follow-ups, re-evaluations, overdue unsigned notes, pharmacy, lab and radiology costs, complaints from patient/family/staff, complaints related to professionalism, and adherence to National Patient Safety Goals. This data is reported quarterly to the Medical Executive Committee and Professional Standards Board.

5.3.5. The COR will review and certify monthly invoices for payment. If in the event the Contractor fails to provide the services in this contract, payments will be adjusted to compensate the Government for the difference.

5.3.6. A summary evaluation of Contractor performance, based upon the compliance of contract requirements as evidenced in the monitoring procedures shall be forwarded by the monitoring official to the CO or ACO prior to exercising any options to extend the contract.

5.3.7. A summary evaluation of Contractor performance, based upon the compliance of contract requirements as evidenced in the monitoring procedures shall be forwarded by the monitoring official to the CO or ACO prior to exercising any options to extend the contract.

5.3.8. All contract administration functions will be retained by the VA.

5.4. EMERGENCY HEALTH SERVICES PROVIDED TO PERSONNEL WHILE ON DUTY: The VA will render emergency health services for an incapacitating injury or otherwise serious illness occurring while on duty. All services, to include wages earned during period of initial medical evaluation provided by the VA will be reimbursed by the Contractor. The Contractor shall furnish the VA with the necessary injury/illness form(s) for reporting.

5.5. EQUIPMENT, SUPPLIES AND FORMS: The Contractor's personnel shall have the use of all required equipment, supplies and forms for performing services at the VA required by this contract.

5.6. PRIVACY PROGRAM: VA Contracting Officer/Contracting Officer Representative (COR) is responsible for ensuring that contractors are aware of, and abide by, those privacy responsibilities as stated in contracts with VA and VHA. Ensuring that contractors receive the appropriate privacy and if applicable security training upon initiation of the contract and annually thereafter. Ensuring that contract performance meets privacy requirements including mediating and/or terminating the contract if information privacy requirements are not being met.

5.7. NO SMOKING POLICY: Except in designated areas, smoking is strictly prohibited.

6. SPECIAL CONTRACT REQUIREMENTS

6.1. ATTENDANCE:

6.1.1. Sterile Supply Technician(s) shall report to the Chief, Sterile Processing Service, or designee, upon arrival at the VA Medical Center. VAMC personnel will brief Sterile Supply Technician(s) on VAMC policies and procedures on the first scheduled duty day.

6.1.2. Monitoring of attendance will be demonstrated through attendance logs, minutes of meetings, or other appropriate records that services called for the contract have been received. Sterile Supply Technician(s) shall be required to sign an attendance log upon reporting and departing from work.

6.1.3. NF/SG Veterans Health System will establish and maintain a record keeping system that will record the services performed by the Sterile Supply Technician(s). This recordkeeping system will consist of time and attendance reports to ensure that required services have been received by the VA Medical Center. Any incidents of non-compliance as evidenced by the monitoring procedure shall be forwarded immediately to the CO.

6.1.4. Documentation of services performed will be reviewed prior to certifying payment. Sterile Supply Technician(s) shall be present at the NF/SG Veterans Health System and shall be actually performing the required services as specified in the contract in order to receive reimbursement. The NF/SG Veterans Health System will pay for services actually performed and in strict accordance with the PWS above. Contract monitoring and record keeping procedures shall be sufficient to ensure proper payment and allow audit verification that services were provided.

6.2. BILLING:

6.2.1. **PAYMENT AND INVOICING:** The contractor shall submit invoices weekly in arrears covering the services performed under this contract. Subsequent changes or corrections shall be submitted by separate invoice. In addition to information required for submission of a “proper” invoice in accordance with FAR 52.212-4 (g), all invoices shall include:

- 6.2.1.1. Name and Address of Contractor
- 6.2.1.1. Invoice Date
- 6.2.1.3. Contract Number and Purchase/Contract Number
- 6.2.1.4. Date of Service
- 6.2.1.5. Contract personnel Name
- 6.2.1.6. Contract personnel Hourly Rate
- 6.2.1.7. Quantity of hours worked
- 6.2.1.8. Total price

6.2.2. Payment for services will be at the rates specified in the Schedule of Supplies/Services. Payment for any leave, including sick leave, holiday, or vacation time, shall be the responsibility of the Contractor. VA will pay for actual hours worked.

6.3. ELECTRONIC INVOICE SUBMISSION METHODS: Facsimile, e-mail, and scanned documents are not acceptable forms of submission for payment requests. Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods below:

6.3.1. **VA’S ELECTRONIC INVOICE PRESENTMENT AND PAYMENT SYSTEM:** The VAFSC uses a third-party contractor, OB10, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://ob10.com/us/en/veterans-affairs-us/> to begin submitting electronic invoices, free of charge.

6.3.2. The Contractor may contact VAFSC at the phone number or email address listed below with any questions about the e-invoicing program or OB10:

6.3.2.1. OB10 e-Invoice Setup Information: 1-877-489-6135

6.3.2.2. OB10 e-Invoice email: VA.Registration@ob10.com

6.3.2.3. VAFSC e-Invoice Contact Information: 1-877-353-9791

6.3.2.4. VAFSC e-invoice email: vafscshd@va.gov

6.4. CONTRACTOR SECURITY REQUIREMENTS (HANDBOOK 6500.6)

6.4.1. VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE

- (1) 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 contract.
- (2) 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.
- (3) Sterile Supply Technician(s) 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 Sterile Supply Technician(s) 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.
- (4) 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.
- (5) 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.

6.4.2. VA INFORMATION CUSTODIAL LANGUAGE

- (1) 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).
- (2) 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.

- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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.
- (8) Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor should 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.
- (9) 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.

6.4.3. SECURITY INCIDENT INVESTIGATION

- (1) 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.

- (2) 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.
- (3) 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.
- (4) 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.

6.4.4. LIQUIDATED DAMAGES FOR DATA BREACH

- (1) 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.
- (2) 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.
- (3) Each risk analysis shall address all relevant information concerning the data breach, including the following:
 - a) Nature of the event (loss, theft, unauthorized access);
 - b) Description of the event, including:
 - c) date of occurrence;
 - d) 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;
 - e) Names of individuals or groups affected or potentially affected;
 - f) 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;
 - g) Amount of time the data has been out of VA control;
 - h) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);

- i) Known misuses of data containing sensitive personal information, if any;
- j) Assessment of the potential harm to the affected individuals;
- k) Data breach analysis as outlined in 6500.2 Handbook, *Management of Security and Privacy Incidents*, as appropriate; and
- l) 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.
- m) 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.

6.4.5. SECURITY CONTROLS COMPLIANCE TESTING

(1) On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-days' notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessment) as determined by VA in the event of a security incident or at any other time.

6.4.6. PRIVACY TRAINING (MANDATORY): 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:

- a) 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;
- b) Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;
- c) Successfully complete VHA Privacy and HIPAA Training and annual refresher training as required; and
- d) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and

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.]

6.4.7. CONTRACTOR SECURITY INVESTIGATION REQUIREMENTS: All Sterile Supply Technician(s) who require access to the Department of Veterans Affairs' computer systems shall be the subject of a background investigation and shall receive a favorable adjudication from the VA Security Investigations Center prior to contract performance. This requirement is applicable to all subcontractors requiring the same access. If the investigation is not completed prior to the start date of the contract, the contractor shall be responsible for the actions of those individuals they provide to perform work for the VA.

Position Sensitivity – The position sensitivity has been designated as **LOW RISK**.

Background Investigation – Completion of a full background check is not required to commence work. Work will commence immediately upon a favorably adjudicated Special Agreement Check (SAC) is received, completion of the credentialing process, completion of required trainings and orientation as stated in the PWS, a Contractor Rules of Behavior is signed and background investigation process is initiated. The contractor, when notified of an unfavorable determination by the Government, shall withdraw the Sterile Supply Technician from working under the contract, and at the request of the VA, submit another Sterile Supply Technician for consideration. Failure to comply with the Sterile Supply Technician(s) security requirements may result in termination of the contract for default.

6.4.8. CONTRACTOR RESPONSIBILITIES: The contractor shall bear the expense of obtaining background investigations if the investigation is conducted by OPM, the contractor shall reimburse the VA within 30 days. The cost of background investigations shall be deducted from the first invoice received after the completion of the background investigation. Upon Award, the CO will provide the contractor with the "Notice of Award" letter, which will provide further instructions for competing training and a copy of the rules of behavior.

Contractor shall be responsible for the actions of the individuals they provide to perform for the VA whether or not investigations are completed prior to any start date of the contract.

The contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain a U.S. citizenship and are able to read, write, speak and understand the English language.

The contractor shall prescreen all personnel requiring access to the computer systems to ensure the VA Office of Security and Law Enforcement within 30 days of receipt:

- Standard Form 85P, Questionnaire for Public Trust Positions
- Standard Form 85P-S, Supplemental Questionnaire for selected position
- FD 258, U.S. Department of Justice Fingerprint Applicant Chart
- VA Form 0710, Authority for Release of Information Form
- Optional Form 306, Declaration for Federal Employment
- Optional form 612, Optional Application for Federal Employment

All fee schedule questions should be directed to the SIC at 501-257-4031 or vhalitsiccontracting@va.gov.

Upon award, the CO will provide the contractor with a "Notice of Award" letter, which will contain detailed instructions on fulfilling security requirements