

**PERFORMANCE WORK STATEMENT
ONSITE MOHS TECHNICIAN SERVICES
January 31, 2016**

1. GENERAL:

- 1.1. SERVICES: The Contractor shall provide experienced Mohs Histotechnicians (hereinafter referred to as “contract technician(s)”) and equipment required to perform services on-site in accordance with the specifications contained herein to beneficiaries of the Department of Veterans Affairs (VA) and the VA Northern California Health Care System (VANCHCS).
- 1.2. PLACE OF PERFORMANCE: Services shall be provided on site at the Sacramento VA Medical Center (VAMC), 10535 Hospital Way, Mather, CA 95655.
- 1.3. AUTHORITY: VA’s expanded health care resources sharing authority contained in accordance with Title 38 United States Code (USC) Section 8153.
- 1.4. POLICY AND REGULATIONS: Health Care Resources shall be furnished by the Contractor in accordance with the following 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 Handbook 1100.17: National Practitioner Data Bank Reports -
http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2135
 - 1.4.3. VHA Handbook 1100.18 Reporting And Responding To State Licensing Boards -
http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1364
 - 1.4.4. VHA Handbook 1100.19 Credentialing and Privileging -
http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1806
 - 1.4.5. Privacy Act of 1974 (5 U.S.C. 552a) as amended -
http://www.justice.gov/oip/foia_updates/Vol_XVII_4/page2.htm
- 1.5. DEFINITIONS/ACRONYMS:
 - 1.5.1. ACLS: Advanced Cardiac Life Support
 - 1.5.2. AHA: American Hospital Association

- 1.5.3. BLS: Basic Life Support
- 1.5.4. CDC: Centers for Disease Control and Prevention
- 1.5.5. CMS: Center for Medicare and Medicaid Services
- 1.5.6. CO: Contracting Officer
- 1.5.7. COR: Contracting Officer's Representative
- 1.5.8. COS: Chief of Staff
- 1.5.9. CPARS: Contractor Performance Assessment Reporting System
- 1.5.10. Credentialing: Credentialing is the systematic process of screening and evaluating qualifications and other credentials, including licensure, required education, relevant training and experience and current competence and health status.
- 1.5.11. HHS: Department of Health and Human Services
- 1.5.12. ISO: Information Security Officer
- 1.5.13. TJC: The Joint Commission
- 1.5.14. OIG: Office of Inspector General
- 1.5.15. PWS: Performance Work Statement
- 1.5.16. QA: Quality Assurance
- 1.5.17. QI: Quality Improvement
- 1.5.18. QASP: Quality Assurance Surveillance Plan
- 1.5.19. VAMC: Veterans Affairs Medical Center. Unless identified with the name of a different VAMC, for the purposes of this contract, this term shall mean the Sacramento VA Medical Center.
- 1.5.20. VANCHCS: VA Northern California Health Care System
- 1.5.21. VHA: Veterans Health Administration

2. **QUALIFICATIONS:**

- 2.1. **STAFF/FACILITY:** The contract technician(s) must have a minimum of one (1) year hands-on Mohs frozen section training, including experience working independently. On an annual basis, the Contractor shall review and document the contract technician's capabilities in staining/labeling/processing. Only personnel approved by the VA shall be allowed to perform services under this contract. If a contract technician's technical skills are found deficient by the VANCHCS Mohs surgeon (e.g. slow slide preparation or poor quality sectioning), then the Contractor shall supply a replacement contract technician. If the technical skills of the contract technician are later improved, VANCHCS may authorize them to return to work.).

The contract technician(s) shall possess the following skills and experience:

- 2.1.1. Four months and/or 600 hours of one-on-one training (including on the job training and training at Contractor's facility)
 - 2.1.2. Skill and experience in cutting and processing adipose, cartilage, and ear and lip wedges
 - 2.1.3. The ability to prepare, process, and stain Mohs specimens in less than 15 minutes
 - 2.1.4. Knowledge and understanding of H&E stain chemistry, microscopy, and basic anatomy and nomenclature
 - 2.1.5. Education and training in CLIA, OSHA, and HIPAA regulations
- 2.2. Technical Proficiency: Contract 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 upon request of the CO or COR to verify current and ongoing competency, skills, certification, licensure or training related to the provision of care, treatment and/or services performed. Contractor shall provide verifiable evidence of all educational and training experiences including any gaps in educational history for all contract technicians performing services under the contract.
- 2.3. Training (ACLS, BLS, CPRS and VA MANDATORY): Contractor shall meet all VA educational requirements and mandatory course requirements defined herein; all training must be completed by the contract technician(s) as required by the VA.
- 2.3.1. Standard Personnel Testing (PPD, etc.): Contractor shall provide to the CO and COR proof of the following tests for contract technician(s) within five (5) calendar days after contract award and prior to the first surgical case. Tests shall be current within the past year.
- 2.3.1.1. TUBERCULOSIS TESTING: Contractor shall provide proof of a negative reaction to PPD testing for all contract technician(s). A negative chest radiographic report for active tuberculosis shall be provided in cases of positive PPD results. The PPD test shall be repeated annually.
- 2.3.1.2. RUBELLA TESTING: Contractor shall provide proof of immunization for all contract technician(s) for measles, mumps, rubella or a rubella titer of 1.8 or greater. If the titer is less than 1.8, a rubella immunization shall be administered with follow-up documentation to the COR.

2.3.1.3. OSHA REGULATION CONCERNING OCCUPATIONAL EXPOSURE TO BLOODBORNE PATHOGENS:

Contractor shall provide generic self-study training for all contract technician(s); provide their own Hepatitis B vaccination series at no cost to the VA if they elect to receive it; maintain an exposure determination and control plan; maintain required records; and ensure that proper follow-up evaluation is provided following an exposure incident. The VAMC shall notify the Contractor of any significant communicable disease exposures as appropriate. Contractor shall adhere to current CDC/HICPAC Guideline for Infection Control in health care personnel (as published in American Journal for Infection Control – AJIC 1998; 26:289-354 <http://www.cdc.gov/hicpac/pdf/InfectControl98.pdf>) for disease control. Contractor shall provide follow up documentation of clearance to return to the workplace prior to their return.

- 2.3.2. Conflict of Interest: The Contractor and all contract technician(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 its 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.

2.3.3. Citizenship Related Requirements:

- 2.3.3.1. 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 VA patients;

2.3.3.2. While performing services for the VA, 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.

2.3.3.3. If the Contractor fails to comply with any requirements outlined in the preceding paragraphs or its Agency regulations, the VA 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 VA patients; or other place where the Contractor provides services to veterans who have been referred by the VA; and shall form the basis for termination of this contract for breach.

2.3.3.4. 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.

2.3.3.5. 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.

2.3.4. Annual Office of Inspector General (OIG) Statement: In accordance with HIPAA and the Balanced Budget Act (BBA) of 1977, the HHS 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.

2.3.4.1. 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 technician(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. CMPs 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.

2.3.4.2. 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.

2.4. Clinical/Professional Direction: The qualifications of Contractor personnel are subject to review by the VAMC COS or his/her clinical designee and approval by the VAMC Director as provided in VHA Handbook 1100.19. For quality purposes, clinical/professional direction of all clinical personnel covered by this contract will be provided by the VAMC COS and/or the Chief of the Service or his designee. A clinical COR may be appointed, however, only the CO is authorized to consider any contract modification request and/or make changes to the contract during the administration of the resultant contract.

2.5 Non Personal Healthcare Services: The parties agree that the Contractor and all contract technician(s) shall not be considered VA employees for any purpose.

2.6 Inherent Government Functions: Contractor and contract 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 (outside a clinical context), 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.

2.7 No Employee Status: The Contractor shall be responsible for protecting contract technician(s) furnishing services under this contract. 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:

- 2.7.1 Workers' compensation
- 2.7.2 Professional liability insurance
- 2.7.3 Health examinations
- 2.7.4 Income tax withholding, and
- 2.7.5 Social security payments.

2.8 Tort Liability: The Federal Tort Claims Act does not cover Contractor or contract technician(s). When a Contractor or contract technician(s) has/have 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 contract technician's) action or non-action shall be the responsibility of the Contractor and/or insurance carrier.

2.9 Key Personnel:

2.9.1 Prior to contract award, the Contractor shall identify key personnel ("contract technician(s)") who will be regularly assigned to provide the services required under this contract. The Contractor shall be responsible for ensuring that one contract technician is on site on a daily basis, as defined in the paragraph *Hours of Operation* in this section, to provide services required under this contract.

2.9.2 The Contractor shall also be responsible for providing coverage to the VANCHCS during periods of where Contractor's key personnel are unavailable due to sick leave, personal leave, vacations and additional coverage as required. **In the event a scheduled contract technician is unable to complete an assigned shift, the contractor shall provide replacement technician coverage within two (2) hours of the contract technician's departure. If a scheduled contract technician is unable to commence work at the start of a particular work day, Contractor shall provide a replacement technician within two (2) hours. In such cases, the Contractor shall notify the COR at the Sacramento VAMC immediately of the schedule change and no less than two (2) hours before the start of the shift.**

2.10 Emergency Substitutions: During the first ninety (90) calendar 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 CO, in writing, within 15 calendar day(s) after the occurrence of any of these events and provide the information required below. After 90 days, the Contractor shall submit the information required below to the CO at least 15 calendar days prior to making any permanent substitutions

2.10.1 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 CO. Proposed substitutes shall have comparable qualifications to those of the person(s) being replaced. The CO 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.

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

2.10.3 The Government reserves the right to refuse acceptance of any Contractor personnel at any time after performance begins, if personal or professional conduct jeopardizes

patient care or interferes 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 patient 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 contract technician(s), s/he may request, without cause, immediate replacement of said contract technician(s).

2.10.4 The CO and COR shall deal with issues raised concerning the conduct of the contract technician(s). The final arbiter on questions of acceptability is the CO.

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

3 VA HOURS OF OPERATION/SCHEDULING:

3.1 The Contractor shall be required to provide services during the work hours defined below.

3.1.1 Work hours are defined as those hours in which contract personnel are scheduled to be physically present and providing services at the VA facility. Scheduled work hours are as follows:

3.1.1.1 Contractor must be available for surgeries as scheduled;

A. Every Monday, 8:00 a.m. to 4:30 p.m.

B. On the 1st and 3rd Wednesdays from 12:30 p.m. to 4:30 p.m.

C. On the 2nd, 4th and 5th Wednesdays from 8:00 a.m. to 4:30 p.m.

3.1.1.2 If there is a change to the schedule, it will typically be made available to the contractor 14 days prior to each surgery.

3.1.1.3 There will be instances in which the last case is not completed by 4:30 p.m. In such cases, the contract technician shall remain on site until the specimen is appropriately processed and the procedure is deemed completed by the VANCHCS Mohs surgeon.

3.2 Federal Holidays: The following holidays are observed by the Department of Veterans Affairs:

New Year's Day

Presidents Day

Martin Luther King's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

Any day specifically declared by the President of the United States to be a national holiday.

- 3.2.1 Cancellations: Unless a state of emergency has been declared, necessitating closure of the Sacramento VAMC, the Contractor shall be responsible for providing services.

4 CONTRACTOR RESPONSIBILITIES

- 4.1 CLINICAL PERSONNEL REQUIRED: The Contractor shall provide contract technician(s) who are competent, qualified per this performance work statement and adequately trained to perform the required duties.
- 4.1.1 Seven calendar days prior to the first workday of each month, the Contractor shall provide VA with a complete schedule for all technicians scheduled to work during the month.
- 4.1.2 Contract technician(s) shall be responsible for signing in and out when in attendance. Timesheets will be used by the COR to confirm hours/day and services provided against the Contractor's invoices.
- 4.2 CLINICAL STANDARDS OF CARE: The contract technician(s)' care shall cover the range of Mohs Technician services as would be provided in a state-of-the-art civilian medical treatment facility and the standard of care shall be of a quality, meeting or exceeding currently recognized TJC, VA and national standards as established by:
- 4.2.1 VA Standards: VHA Directive 2006-041 "Veterans' Health Care Service Standards" (expired but still in effect pending revision):
https://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1443
- 4.2.2 The professional standards of TJC:
http://www.jointcommission.org/standards_information/standards.aspx
- 4.2.3 The standards of the AHA: <http://www.hpoe.org/resources?show=100&type=8> and;
- 4.2.4 The requirements contained in this PWS.
- 4.3 DIRECT PATIENT CARE: **100% of the time involved in direct patient care.**
- 4.3.1 Contract technician is required to prepare and process tissue samples/specimens extracted during surgery for pathology /physician analysis/interpretation. Contract technician(s) is to advise on histopathology test results, resolve sectioning and staining problems, explain and gain acceptance of selected methodologies, and to obtain agreement on technical points and methods. Contract technician shall also obtain and maintain equipment and supplies and coordinate schedules.
- 4.3.2 NOTE: The Contractor is to provide all equipment, uniforms, and supplies needed in order for the contract technician to perform his/her duties. This includes contractor-furnished cryostat.
- 4.3.3 COMPLEXITY OF WORK:
- 4.3.3.1 The contract technician is expected to perform a variety of duties involving diverse and complex technical or administrative problems and consideration (e.g.), evaluating, refining, and implementing new methods

and procedures for specimen collection and preparation, reagent preparation, inventory and control, instrumentation and equipment maintenance and safety, calibration/correlation considerations, and quality assurance, and establishing standards of acceptance performance, meeting internal and external policies and regulations. Assignments involve such complicating factors as unusual or unexpected results, errors, and discrepancies or lack of adequate information about the use and capabilities of new instruments or methodologies.

- 4.3.3.2 The services provided by the contract technician are critical to the accuracy and proficiency of the Dermatology Surgery Services and the ability of the medical staff to meet the needs of proper and ideal patient care.

4.3.4 TECHNICAL RESPONSIBILITIES:

- 4.3.4.1 The contract technician must be able to provide the following services:

- 4.3.4.1.1 Working with the Dermatologic Surgeon, the contract technician is responsible for handling, orienting, and sectioning tissue to provide multiple frozen sections which are a critical part of the Mohs procedures. These are specialized frozen sections which require unique training, skill and experience.
- 4.3.4.1.2 Sets up and monitors record-keeping systems and effective quality control procedures, including examining slides for staining and sectioning quality and appropriate processing of specimens which includes preparation of the tissue cassette, label and jar for all specimens which are then transferred to the facility's pathology department for permanent storage. In the case when the Mohs service uses the VA supplied cryostat, the contract technician would also be responsible for QA control and cleaning of the machine, including weekly temperature documentation, periodic cleaning and sterilization, and interaction with Biomedical Engineering for any technical or maintenance needs.
- 4.3.4.1.3 Evaluates, modifies, or adapts new methods or revises standard techniques to improve or expand accuracy precision, and quality of sectioning and storing.
- 4.3.4.1.4 Advises on courses of action to follow when sections are unacceptable. Examines functions of instruments, rechecks conditions of their performance, evaluates reaction systems and/or procedural techniques utilized. Determines courses of corrective action.

4.3.5 PHYSICAL DEMANDS:

- 4.3.5.1 The contract technician must have physical ability to handle regular and recurring physical exertion such as: long periods of standing, bending, reaching for supplies or materials, lifting moderately heavy items such as staining chemicals and slides, and occasionally, heavier items. The contract technician may also be required to work under these conditions well beyond four (4) continuous hours on any given day due to unusually difficult cases.
- 4.3.5.2 The contract technician shall be free of any health or physical disabilities that may interfere with the performance of their duties. Maintain work area in a safe and orderly manner and perform other related activities as required.

- 4.3.6 **PATIENT SAFETY COMPLIANCE AND REPORTING:** Patient safety incidents must be reported immediately using the ePER (Electronic Patient Event Reporting) system as required under VANCHCS Policy 00Q-20. At the time of submission of the ePER, the contract technician(s) shall forward a copy to the supervising VANCHCS physician/surgeon. The contract technician(s) shall follow-up with VA as required or requested. Contract technician(s) shall follow all established patient safety and infection control standards of care. Contract technician(s) shall make every effort to prevent medication errors, falls, and patient injury caused by acts of commission or omission in the delivery of care.

5 MEDICAL RECORDS

- 5.1 **AUTHORITIES:** Contract technician(s) providing healthcare services to VA patients shall be considered as part of the Department Healthcare Activity and shall comply with the U.S.C.551a (Privacy Act), 38 U.S.C. 5701 (Confidentiality of Claimants Records), 5 U.S.C. 552 (FOIA), 38 U.S.C. 5705 (Confidentiality of Medical Quality Assurance Records) 38 U.S.C. 7332 (Confidentiality of Certain Medical Records), Title 5 U.S.C. § 522a (Records Maintained on Individuals) as well as 45 C.F.R. Parts 160, 162, and 164 (HIPAA).
- 5.2 **HIPAA:** This contract and its requirements meet exception in 45 CFR 164.502(e), and do not require a BAA in order for Covered Entity to disclose Protected Health Information to: a health care provider for treatment. Based on this exception, a BAA is not required for this contract. Treatment and administrative patient records generated by this contract or provided to the Contractors by the VA are covered by the VA system of records entitled 'Patient Medical Records-VA' (24VA19). Contractor generated VA Patient records are the property of the VA and shall not be accessed, released, transferred, or destroyed except in accordance with applicable laws and regulations. Contractor shall ensure that all records pertaining to medical care and services are available for immediate transmission when requested by the VA. Records identified for review, audit, or evaluation by VA representatives and authorized federal and state officials, shall be accessed on-site during normal business hours or mailed by the Contractor at his expense. Contractor shall deliver all final patient records, correspondence, and notes to the VA within twenty-one (21) calendar days after the contract expiration date.
- 5.3 **DISCLOSURE:** Contract technician(s) may have access to patient medical records; however, Contractor shall obtain permission from the VA before disclosing any patient information. Subject to applicable federal confidentiality or privacy laws, the Contractor, or their designated representatives, and designated representatives of federal regulatory agencies having jurisdiction over Contractor, may have access to VA's records at VA's place of business on request during normal business hours, to inspect and review and make copies of such records. The VA will provide the Contractor with a copy of VHA Handbook 1907.1, Health Information management and Health Records and VHA Handbook 1605.1, Privacy and Release of Information. The penalties and liabilities for the unauthorized disclosure of VA patient information mandated by the statutes and regulations mentioned above, apply to the Contractor.
- 5.4 **RELEASE OF INFORMATION:** The VA shall 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 to release patient information, the Contractor 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 shall be responsible for locating and forwarding records not kept at their facility. The VA's Release of Information Section shall provide the Contractor 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:

PRIVACY OFFICER
103 BODIN CIRCLE
TRAVIS AFB, CA 94535
(707) 437-1823

6 PERFORMANCE STANDARDS, QUALITY MANAGEMENT AND QUALITY ASSURANCE

6.1 Quality Management (QM)/Quality Assurance (QA) Surveillance: Contractor performance will be monitored by the government using the standards as outlined in this PWS and methods of surveillance detailed in the QASP. The QASP shall be attached to the resultant contract and shall define the methods and frequency of surveillance conducted.

6.2 Performance Standards:

6.2.1 Measure: Technician Quality Performance

Performance Requirement:

Standard: All (100%) contract technician(s) shall perform in accordance with with clinical standards of care as outlined in Section 4.2 and 4.3. All staff (100%) meet Standards.

Acceptable Quality Level: 100% meets Standards.

Surveillance Method: Ongoing evaluation of clinical care performed for each contract technician working under this contract.

Frequency: Monthly or more frequently as determined by the COR.

Incentive: Favorable Contractor performance evaluation.

Disincentive: Unfavorable Contractor performance evaluation.

6.2.2 Measure: Qualifications of Key Personnel

Performance Requirement: All contract technician(s) shall be experienced and hold the minimum qualifications in accordance with Section 2 above.

Standard: All (100%) contract technician(s) shall be trained and experienced serving as a Mohs technician.

Acceptable Quality Level: 100% meets Standards

Surveillance Method: Random Inspection of qualification documents

Frequency: Continuously, as needed by VA.

Incentive: Favorable Contractor performance evaluation.
Disincentive: Unfavorable Contractor performance evaluation.

6.2.3 Measure: Patient Access

Performance Requirement: The Contractor shall provide contract technician(s) in accordance with the operating hours and VA clinical schedule outlined in this PWS.
Standard: All (100%) contract technician(s) is/are on time and available to perform services.

Acceptable Quality Level: Contract technician(s) is/are on time and available to perform services 97% of the time.

Surveillance Method: Direct observation by VANCHCS surgeon.

Frequency: Continuously, as needed by VA.

Incentive: Favorable Contractor performance evaluation.

Disincentive: Unfavorable Contractor performance evaluation.

6.2.4 Measure: Patient Safety

Performance Requirement: Patient safety incidents shall be reported using ePER and shall follow the requirements under VANCHCS Policy 00Q-20. All incidents shall be reported immediately (prior to the end of shift or within 24 hours of incident).

Standard: All (100%) of patient safety incidents are reported using ePER prior to the end of shift or within 24 hours of incident.

Acceptable Quality Level: 100% of patient safety incidents are reported using Patient Safety Report within 24 hours of the patient incident.

Surveillance Method: Periodic Sampling and Random Sampling.

Frequency: Continuously, as needed by VA.

Incentive: Favorable Contractor performance evaluation.

Disincentive: Unfavorable Contractor performance evaluation.

6.2.5 Measure: Mandatory Training

Performance Requirement: Contractor shall complete all required training on time per VAMC policy

Standard: All (100%) of required training is complete on time by contract technician(s).

Acceptable Quality Level: 90% required training is completed on time.

Surveillance Method: Periodic Sampling

Frequency: Continuously, as needed by VA.

Incentive: Favorable Contractor performance evaluation.

Disincentive: Unfavorable Contractor performance evaluation.

6.2.6 Measure: Privacy, Confidentiality and HIPAA

Performance Requirement: Contractor and contract technician(s) is/are aware of all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA and shall comply with all standards with Zero breaches of privacy or confidentiality

Standard: All (100%) contract technician(s) comply with all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA

Acceptable Quality Level: 100% compliance.

Surveillance Method: Periodic Sampling; Contractor shall provide evidence of annual training required by VAMC, reports violations per VA Directive 6500.6.

Frequency: Continuously, as needed by VA.

Incentive: Favorable Contractor performance evaluation.

Disincentive: Unfavorable Contractor performance evaluation.

6.2.7 Registration with Contractor Performance Assessment Reporting System

- 6.2.7.1 As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the VA 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 federal awardee performance and integrity information system (FAPIIS). FAPIIS is a Web-enabled application accessed via CPARS for Contractor responsibility determination information.

6.2.7.2 Each Contractor whose contract award is estimated to exceed \$150,000 requires a CPARS evaluation. A government Focal Point will register your contract within thirty days after contract award and, at that time, you will receive an email message with a User ID (to be used when reviewing evaluations). Additional information regarding the evaluation process can be found at www.cpars.gov or if you have any questions, you may contact the Customer Support Desk @ DSN: 684-1690 or COMM: 207-438-1690.

6.2.7.3 For contracts with a period of one year or less, the contracting officer will perform a single evaluation when the contract is complete. For contracts exceeding one year, the contracting officer will evaluate the Contractor's performance annually. 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 sixty (60) days to submit any comments and re-assign the report to the CO.

6.2.7.4 Failure for the Contractor's representative to respond to the evaluation within those sixty (60) days, will result in the Government's evaluation being placed on file in the database with a statement that the Contractor failed to respond; the Contractor's representative will be "locked out" of the evaluation and may no longer send comments.

6.2.8 Acceptance of Contractor Personnel:

The Government reserves the right to refuse acceptance of any Contractor personnel at any time after performance begins, if personal or professional conduct jeopardizes patient care or interferes 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 patient or other staff members to designated Government representatives. Standards for conduct shall mirror those prescribed by current federal personnel regulations. The CO and COR shall deal with issues raised concerning Contractor's conduct. The final arbiter on questions of acceptability is the CO.

7 **GOVERNMENT RESPONSIBILITIES**

7.1 Oversight of Service/Performance Monitoring:

7.1.1 Contract Administration/Performance Monitoring: After award of the contract, all inquiries and correspondence relative to the administration of the contract shall be addressed to:

Peggy Morris, COR
Medical Service (11)
10535 Hospital Way
Mather, CA 95655
peggy.morris3@va.gov
(916) 843-9196

7.1.2 CO RESPONSIBILITIES:

- 7.1.2.1 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.
- 7.1.2.2 The CO shall resolve complaints concerning Contractor relations with the Government employees or patients. The Contracting Officer 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.
- 7.1.2.3 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 Contractor personnel to be provided by the VA; replacement of the contract personnel and/or renegotiation of the contract terms or termination of the contract.

7.1.3 COR Responsibilities:

- 7.1.3.1 The COR shall be the VA official responsible for verifying contract compliance. After contract award, any incidents of Contractor noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.
- 7.1.3.2 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.
- 7.1.3.3 The COR will maintain a record-keeping system of services. The COR will review this data monthly when invoices are received and certify all invoices for payment by comparing the hours documented on the VA record-keeping system and those on the invoices. Any evidence of the Contractor's non-compliance as evidenced by the monitoring procedures shall be forwarded immediately to the CO.
- 7.1.3.4 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.
- 7.1.3.5 All contract administration functions will be retained by the VA.

8 **SPECIAL CONTRACT REQUIREMENTS**

8.1 Billing:

8.1.1 Invoice requirements and supporting documentation: Supporting documentation and invoice must be submitted no later than the 20th workday of the month. 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 must include:

8.1.1.1 Name and Address of Contractor

8.1.1.2 Invoice Date and Invoice Number

8.1.1.3 Contract Number and Purchase/Task Order Number

8.1.1.4 Date(s) of Service

8.1.1.5 Contract technician(s) (Name of Contractor’s employee)

8.1.1.6 Unit Price

8.1.1.7 Quantity

8.1.1.8 Total Price

8.2 Vendor 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:

8.2.1 VA’s Electronic Invoice Presentment and Payment System – The FSC 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.

8.2.2 A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>).

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

8.2.3.1 OB10 e-Invoice Setup Information: 1-877-489-6135

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

8.2.3.3 FSC e-Invoice Contact Information: 1-877-353-9791

8.2.3.4 FSC e-invoice email: vafscshd@va.gov

8.2.4 Payments in full/no billing VA beneficiaries: The Contractor shall accept payment for services rendered under this contract as payment in full. VA beneficiaries shall not under any circumstances be charged nor their insurance companies charged for services rendered by the Contractor, even if VA does not pay for those services. This provision shall survive the termination or ending of the contract.

- 8.2.5 To the extent that the Veteran desires services which are not a VA benefit or covered under the terms of this contract, the Contractor must notify the Veteran that there will be a charge for such service and that the VA will not be responsible for payment.
- 8.2.6 The Contractor shall not bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against, any person or entity other than VA for services provided pursuant to this contract. It shall be considered fraudulent for the Contractor to bill other third-party insurance sources (including Medicare) for services rendered to Veteran enrollees under this contract.

8.3 Information Security and Mandatory Training:

- 8.3.1 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

8.3.2 Access to VA Information and VA Information Systems:

- 8.3.2.1 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 task order.
- 8.3.2.2 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.
- 8.3.2.3 The contractor or subcontractor must notify the CO 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 CO must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

8.3.3 VA Information Custodial Language

- 8.3.3.1 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).
- 8.3.3.2 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.

- 8.3.3.3 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.

8.3.4 Security Incident Investigation

- 8.3.4.1 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.
- 8.3.4.2 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.
- 8.3.4.3 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.
- 8.3.4.4 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.

8.3.5 Liquidated Damages for Data Breach

8.3.5.1 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.

8.3.5.2 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.

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

8.3.5.4 Nature of the event (loss, theft, unauthorized access);

8.3.5.5 Description of the event, including:

8.3.5.5.1 Date of occurrence;

8.3.5.5.1.1 Data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;

8.3.5.5.1.2 Number of individuals affected or potentially affected;

8.3.5.5.1.3 Names of individuals or groups affected or potentially affected;

8.3.5.5.1.4 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;

- 8.3.5.5.1.5 Amount of time the data has been out of VA control;
- 8.3.5.5.1.6 The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- 8.3.5.5.1.7 Known misuses of data containing sensitive personal information, if any;
- 8.3.5.5.1.8 Assessment of the potential harm to the affected individuals;
- 8.3.5.5.1.9 Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and
- 8.3.5.5.1.10 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.

8.3.5.5.2 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:

- 8.3.5.5.2.1 Notification;
- 8.3.5.5.2.2 One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
- 8.3.5.5.2.3 Data breach analysis;
- 8.3.5.5.2.4 Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
- 8.3.5.5.2.5 One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
- 8.3.5.5.2.6 Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

8.3.6 Training

8.3.6.1 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:

- 8.3.6.1.1 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;

8.3.6.1.2 Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;

8.3.6.1.3 Successfully complete the appropriate VA privacy training and annually complete required privacy training; and

8.3.6.1.4 Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access.

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

8.3.6.2 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.

8.3.7 Security Requirements for Unclassified Information Technology Resources: 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.

8.3.8 Security Accreditation Package (C&A): The C&A requirements do not apply and a Security Accreditation Package is not required.

8.3.9 Training Management System (TMS): Mandatory VA Training will be accomplished by the use of TMS, a system that offers Web-based training to VA employees and its partners. As contract employees, the contract technicians must self-enroll for a profile on the VA TMS by visiting <https://www.tms.va.gov/plateau/user/login.jsp>.

8.3.10 All contract personnel accessing any other VA information/computer system will be required to complete VA Information Security Awareness, Rules of Behavior, Privacy Act, and HIPAA training and sign all applicable computer user agreements (e.g. Rules of Behavior) prior to accessing VA systems. All employees, including contract personnel are required to complete this training annually. The COR will be responsible for ensuring and documenting that this requirement is satisfied. Contract personnel shall maintain, access, release, and otherwise manage the information contained on VA information/computer systems in accordance with all VA/VHA security policies, applicable VA confidentiality statutes (Title 38 U.S.C. Section 5701 and Title 38 U.S.C Section 7332) and the respective regulations implementing these statutes, and Federal statutes and/or regulations applicable to federal agency records. Copies of this information discussed in the aforementioned paragraphs can be provided to the Contractor and contract personnel upon request.

- 8.3.11 Contract personnel with access to VA information/computer systems shall take reasonable safeguards, both physical and electronic, to safeguard the information and prevent unauthorized disclosures. Should contract personnel know, or suspect, that VA information/computer security was compromised or that VA information was, or could possibly be, disclosed to an unauthorized party, contract personnel must immediately report such knowledge or suspicion to the COR, who will then immediately notify the appropriate VA officials.
- 8.3.12 If contract personnel are authorized by VA to access VA information/computer systems remotely via non-VA issued computers, the Contractor will ensure that such computers are consistent with VA requirements, and will upgrade those computers (hardware and/or software) if instructed to do so by VA in order to ensure compatibility and security when VA information/computer systems are accessed by the end user. Individually identifiable health information will not reside on the contractor's computer hard drives. After contract award, VA reserves the right to inspect the contractor's facilities, installations, operations, documentation, records, databases, and computers to ensure these requirements are met.
- 8.3.13 The Contractor shall make its internal policies and practices regarding the safeguarding of medical and/or electronic information available to VA, and any other federal agencies with enforcement authority over the maintenance and safeguard of such records, upon request.
- 8.3.14 The Contractor shall follow all of the previously mentioned statutes and respective regulations implementing these statutes as well as VA Directive 6504 – Restrictions on Transmission, Transportation and Use of, and Access to VA Data Outside a VA Facility, VA Directive 6601 – Removable Storage Media, and any other VA/VHA policies and procedures governing the information discussed in this section of the contract. Copies of the information discussed in the aforementioned paragraphs may be viewed by contract personnel in the Office of Information Security (see the Information Security Officer).
- 8.3.15 Any changes in the laws, regulations, or VA/VHA policies or procedures governing the information covered by this section of the contract, during the term of this contract, shall be deemed to be incorporated into this contract.
- 8.3.16 In performance of official duties, Contractor's staff have regular access to printed and electronic files containing sensitive data, which must be protected under the provisions of the Privacy Act of 1974 (5 U.S.C. 552a), and other applicable laws, Federal Regulations, Veterans Affairs statutes, policies and regulations. Contractor's staff are responsible for (1) protecting that data from unauthorized release or from loss, alteration, or unauthorized deletion and (2) following all applicable regulations and instructions regarding access to computerized files, release of access codes, etc., as set out in a computer access agreement which contract provider(s) signs.
- 8.3.17 Rules of Behavior for Automated Information Systems: Contractor's staff members having access to VA Information Systems are required to read and sign a Rules of Behavior statement which outlines rules of behavior related to VA Automated Information Systems. The COR will provide, through the facility ISO, the Rules of Behavior to the Contractor for the respective facility.

8.3.18 OTHER MANDATORY VA TRAINING AS REQUIRED. Upon reporting to the Sacramento VAMC, VANCHCS will inform the Contractor of any other required training by the COR.

8.4 Records Management

The following standard items relate to records generated in executing the contract:

- 8.4.1 Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.
- 8.4.2 Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
- 8.4.3 Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.
- 8.4.4 Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
- 8.4.5 Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
- 8.4.6 The Government Agency owns the rights to all data/records produced as part of this contract.
- 8.4.7 The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
- 8.4.8 Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].
- 8.4.9 No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.
- 8.4.10 Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or

relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.