

**PERFORMANCE WORK STATEMENT (PWS)
INTERACTIVE PATIENT CARE
CONTRACT RENEWAL**

1.BACKGROUND:

The Department of Veterans Affairs (VA), VA Sunshine Healthcare Network, Veterans Integrated Network Service (VISN 8) is the nation's largest system of hospitals and clinics serving a population of more than 1.5 million Veterans in a vast 64,153 square mile area spread across 79 counties in Florida, South Georgia, Puerto Rico and the Caribbean. VISN 8's seven healthcare systems include eight Joint Commission-accredited VA Medical Centers (VAMCs) and 60 outpatient clinics. Approximately 27,937 employees work at these facilities, providing a full range of high quality, cost-effective medical, psychiatric and extended care services in an inpatient, outpatient, nursing home, and home care settings. In 2016, over 607,000 Veterans received their healthcare at VISN 8 facilities - more than any other VA network in the country.

VISN 8 is seeking sustainment of their Interactive Patient Care (IPC) program to improve Veterans' experience, patient satisfaction, education, and access to information about their healthcare and services in its seven (7) VA Health Care Systems (VAHCS). This may include additional equipment and software (i.e. swing arm televisions, IPC licenses, and mobile devices) to support the IPC system in all medical, surgical, SCI, Poly-trauma, Physical Rehabilitation, Community Living Center, Outpatient areas, and other healthcare areas. Offerors must have the ability to use existing IPC equipment and resources, and ensure that equipment is compatible with existing IPC systems to provide the same level of current operational functionality. Each VISN 8 Medical Center will continue to provide Internet service through their local Internet service provider for the IPC system.

2.SITE VISIT:

Offerors are given opportunity to attend preproposal site visits at each facility at no cost to the government. The site visits allowed offerors to verify the scope of work, recognizing the variances amongst the seven healthcare systems within VISN 8.

3.PERIOD OF PERFORMANCE:

The term/period of performance is 5 years; base plus four, 1-year options to cover all travel, system maintenance, and parts/labor required for installations and associated equipment.

4.REQUIREMENTS

The contractor shall provide all equipment and maintain a complete operating Interactive Patient Care (IPC) System at the designated healthcare facilities within VISN 8.

The contractor shall:

- Provide a total complete system based on the requirements and functionalities of this Performance Work Statement (PWS)
- Integrate all existing IPC equipment and infrastructure with current operations throughout VISN 8
- Provide remote technical support and ongoing maintenance to the IPC system
- Provide training to end users
- Provide ability for each facility to order new equipment if/when needed
- Provide ALL products and services listed in this PWS

4.1. Hardware and Equipment:

The Contractor shall provide all hardware refresh requirements:

- Redundant power supplies
- Supply switches in each IT closet or predetermined location by each facility, as necessary

4.2. Other Equipment:

The Contractor shall provide all hardware refresh requirements when needed. Equipment requirements are defined by bed and room logistics. When new IPC locations are being added or when existing equipment needs to be replaced, the Contractor shall meet the following equipment specifications:

- 20" to 22" medical grade touch screen all in one television/computer system (Internet and video conference capable) with wall mounted swing arm, and associated connections. Contractor must assure wall supports the weight for swing arm/TV system.
- 32"- 42" wall mounted televisions with remote controls/computer system (Internet capable)/mounts/keyboard and associated connections. Contractor must assure wall supports the weight for wall mount/TV system.
 - Keyboards are medical grade for ease of sanitation
 - Pillow speakers that incorporate IPC system and current options used by existing pillow speakers
- All patient monitors must be capable of providing high definition resolution
- Mobile devices or tablets for IPC use in outpatient areas and clinical rounding applications
- Cabling
 - The Contractor is responsible for installing Category 6 cabling in each patient room location identified as space for addition of Interactive Patient Care. All wiring/cabling should be installed within the walls or have the approval of the facility to enclose in plastic raceway (raceway is only allowed in the Lake City facility).
 - Contractor is responsible for installing fiber from facility data centers to closet(s) switches serving display equipment; and is responsible for installing cable trays, conduit or J Hooks, per each facility's preference.
 - Contractor is responsible for installing additional conduit when existing pathways are full, or when the facility requires new conduit to be installed. Contractors are responsible for the addition of Ethernet cables to each television.
- Contractors shall work with the contracting officer representative (COR) or each Facility POC for mounting equipment locations.
- Contractor must have capability to provide and support assistive devices for a variety of disabilities, such as spinal cord injury with paralysis that will be available and mobile to beds based on patients' medical needs (i.e. Sip and puff).
- Each facility will provide oversight and management for the installation of all cabling for any areas with asbestos concerns. This includes those areas where network cables will need to be run through an area with asbestos to support another part of the building. The Contractor shall meet all current OSHA requirements for working within asbestos areas, including containment boxes when needed. If notified ahead of time, the Contractor may be able to minimize the placement of cable runs where asbestos is a concern. If requested, an asbestos abatement report can be provided to the Contractor for any areas where asbestos has been present and remediated to proper health levels.

5.SPECIFIC IPC FUNCTIONALITIES

5.1. Clinical Capabilities: The Contractor shall provide all units with the following functions:

- **Patient Alerts:** Ability to provide various alerts to patients based on time of day, day/time of admission, gender, age, new prescribed education or medication, etc. Size of alerts must be customizable and not interfere with patient entertainment. System should have ability to send follow up alerts to patients within a configurable period of time to ensure that the patient's issue

was resolve to their satisfaction, and if not escalate the alert to additional staff.

- Fully developed Computerized Patient Record System (CPRS) connectivity must be an option, and approved by the National Office of Information and Technology (OIT) and Privacy Office.
- **Care Plans / Clinical Workflow Integration:** System should have the ability to create and customize multi-step workflows that automatically prompt, educate, assess, and re-prompt the patient if necessary (i.e. Fall Prevention, Pain Assessments, Discharge and Heart Failure Care Plans). System shall include an electronic version of the Communication Board or Whiteboard that identifies the care team, daily activities and allows for written communication between patient, caregivers, and visitors.
- **Bedside Nursing Tools:** Offer staff flexibility to quickly view patient education assignment/ completed and start education and/or assessments linked to education.
- **Documentation:** System should have the ability to document all patient activity into a web-based management console. The web-based management console allows administrators and managers to see additional information such as satisfaction reports, utilization reports, status of Outcomes Achievement Plan progress, and tools to manage the system and update content on the system.
 - Nurses' stations computers must include an icon to identify patient interaction and level of comprehension. Development of care plan by patient will be able to print at Nursing Station via the computer icon.
- **Design:** to individual patients for education and care information with ability to add videos at no cost to the VA, and to align with VHA initiatives to include Healthy Living Messages, Patient Goals, and other Patient and Family Centered Care initiatives.
 - Designed to have the ability to develop a personalized health plan.
- **System is customizable for Non-Clinical Customer Service Requests:** Through the on-screen menu, patients can request an unlimited number of service options defined by the facility (i.e. Nutrition and Food Service). This feedback will be automatically routed to the appropriate person(s) designated to respond to patient issues or concerns (alphanumeric page and/or email to an individual or multiple parties). Each notification indicates the room number or the patient that initiated the request, and the specific issue or concern. These options must be defined and customized as part of the equipment installation and set-up.

5.2. Patient Education: The Contractor must provide:

- A large library of content, both on demand and customized to individual patients.
- Customized education should be identified automatically by diagnosis, through a web-based management console or interface with CPRS.
- Content that includes a multitude of videos including healing content, safety, and condition education. The facility must have the ability to add content at any time at no cost to the government.
- Multi-Language Capability: A patient's preferred language can be selected from the Welcome page, automatically defined via an ADT (Admissions, Discharge, and Transfer) or adjusted through the web-based management console.

5.3. Entertainment/Convenience:

- **Internet Access / Email:** Patients must be able to access the internet using a standard internet browser such as Internet Explorer, Firefox, or Safari. System should provide automatic content filtering.
- **On-Demand Menus:** System must allow patients to access information about healthcare and hospital / VA services.
- **Games:** A variety of games should be included in the system.

- **Movies:** System must include at least 30 entertainment movies, a portion of which should be replaced / updated on a quarterly basis.
- **Multi-language Capability:** Patients should have the ability to change interactive content to their preferred language and closed caption to their preferred language.
- **Shopping Options:** System should have the ability to place orders to the cafeteria, canteen, gift shop, etc.
- **Meal Menus:** System should be able to display menus and place meal orders to food services or the cafeteria.
- **Communication Tools:** ability to allow patients to report non-clinical concerns to departments outside of nursing (i.e. Patient Advocate)
- **Relaxation Channel:** Soft music, nature scenes, babbling brooks (i.e. Medcalm or TWC).

5.4. Performance Improvement:

- **Performance Improvement Planning:** Vendor shall provide framework for customizing system and tracking hospital performance improvements.
- **Patient Surveys:** Ability to survey patients through either on-demand menu tree or non-intrusive television prompts. Survey questions should be customizable on an individual patient level, and dynamically change the follow up questions based on each patient response. Patient responses should trigger messages to staff members alerting them to patient satisfaction issues.
- **Comments/Suggestions/Staff Recognition:** Patients must have the ability to provide free text comments, suggestions, or compliments, and system should automatically route those messages to appropriate staff.

5.5. Computer Interfaces:

Web-based Management Console: Provide real time reports, ability to change/update content, view patient activity and prescribe content to individual patients.

5.6. Optional Tasks:

- **Mobile Clinician App:** Ability for staff to view patient feedback on a mobile app as part of routine leader rounding. Mobile app is only required when a facility chooses to add this capability to their IPC system and clinical workflow. This system must have a comprehensive reporting tool. Real-time reporting, trending dashboards, and benchmark reports comparing the facility to other VA or commercial hospitals to provide providers with actionable data that allows for data-based improvements to be implemented at the individual, unit, facility, and system levels.
 - Includes at least 25 standard real-time reports each with multiple configuration/filter options and an unlimited number of custom report with built-in reporting tools.
 - Drill down reports at unit and provider levels
 - Custom reports can be set for auto-run/distribution via email
 - Reports can be exported to MS Excel, PDF, etc.
 - System has real-time trending dashboards that can be customized by facility.
 - Users can build/customize a personal dashboard to display the trending graphs most important to the user
 - Custom dashboards can be set for auto-run/distribution via email
- **Outpatient IPC:** IPC software implemented on mobile tablets in the outpatient setting to educate, inform, and engage patients while improving wait time management. The mobile IPC software system must provide continuity of the patient experience between the inpatient and outpatient settings. The salient characteristics of the system include the following functions: mobile devices, IPC software with on-demand menus, patient experience tracking, personalized health education packages, medication teaching, multi-language capability, and full contractor warranty and support functions. The outpatient software must also include the mobile clinician app functionality built into the patient

experience as well as the ability for the mobile app to be used by VA staff or on tablets set up in kiosk mode for patient feedback collection.

6. SUPPORT:

- System support will be required 24/7/365 to include holidays, and must respond within four hours.
- Contractor must provide an onsite fulltime IPC Manager to support the IPC system and programs.
Excluding Bay Pines VAMC for onsite IPC Manager
 - The IPC Manager will train facility staff on the IPC system;
 - Create and interpret reports;
 - Handle configuration issues;
 - Manage VISN 8 and facility initiatives that involve the IPC system;
 - Provide the COR or governance committees with monthly updates for utilization and performance improvements.
 - Handle RMA procedures
 - Contribute to a facility Support Agreement to define level of support provided between the IPC manager and the facility support staff
- Provide and maintain a toll-free telephone number listing for 24-hour support.
- Contractor must have remote access to the IPC system to conduct repairs and maintenance.
- Remote Tier I support (basic trouble shooting) of the system for the entire period of performance. Contractor must elevate to Tier II support (requires higher level of expertise due to complexity of the problem) to resolve all technical issues as needed.
- Integrate quarterly preventative maintenance, and software/hardware upgrades/ updates into the IPC system.
- A toll-free call placed by the staff or patients after hours will be accommodated and triaged by support personnel for network problems where the complete system or portions of the system are down.
- Participate in scheduled meetings via teleconference held by the COR and each facility COR/POC to ensure contract compliance.
- All support staff must comply with VA's Information Security and Privacy policies:
<https://www.oprm.va.gov/privacy/>

7. INSTALLATION:

- The government will provide escorted access to patient care areas and any sensitive areas when installations are needed. The contractor must coordinate access to all areas with the COR or Facility POC in order to minimize the negative impact on patient care.
- Contractor shall coordinate the installation schedule with the COR and each facility POC.
- Contractor must stage the installation of equipment by ward/room as beds are vacated with a minimum of eight rooms per day distributed through-out the bed sections. The contractor must coordinate scheduling with the COR; in-turn, the COR will obtain internal approvals with the Nursing Service and Facility POC. Installation will be scheduled based on the least disruption to patients and staff. Noise levels are to be controlled to a minimum so as not to disturb patients. Contractors shall not touch or move patients' belongings or medical supplies/equipment.
- Contractor shall be liable for any damage to VA property either during removal of existing non-usable equipment or installation of new equipment at no cost to the VA (this may include, but not limit to: ceiling tiles, drywall/replastering to appropriate finish/paint with matching paint identified by paint scheme from interior design).
- Contractor must follow VA National Safety Standards if disturbing asbestos/mold during installation of cable/wiring.
- Contractor shall patch all fire/smoke walls per facility requirements.

8. WARRANTY: The Contractor shall:

- Maintain existing any warranties, and provide a five-year warranty for new equipment purchased during this contract

- Furnish standard manufacturer warranty for all associated other equipment

9. TRAINING: The Contractor shall:

- Provide training to end users
 - Clinical Practice Design Training
 - IPC System Standard Implementation Training
- Privacy Training:
 - VA Privacy and Information Security Awareness Course must be completed by all contractor and subcontractor employees prior to delivery of services and annually thereafter.
 - A. To complete the training modules:
 - Access courses electronically through the following website: <https://www.tms.va.gov/learning/user/login.jsp>
 - B. Provide the COR with a copy of all training certificates

10. GOVERNMENT FURNISHED PROPERTY:

The Government shall provide standard government office space includes desk/chair; telephone with long distance access; computer with Outlook e-mail access; electricity; storage space for tools and parts on inventory. The location will be on the main hospital campus, with approximately 80SF, and will be available seven days prior to the commencement of installation. The office space and furnishings will be available for the entire length of the contract.

11. PROJECT MANAGEMENT

The Contractor shall provide a Quality Assurance Plan (QAP) that details the Contractor's approach, timeline and tools in order to perform the contract. The QAP should take the form of both a narrative and graphic format that displays the schedule, milestones, risks and resource support. The QAP shall also include how the Contractor shall coordinate and execute planned, routine, and ad hoc data collection reporting requests as identified within the PWS. The initial baseline QAP shall be concurred upon and updated monthly thereafter. The Contractor shall update and maintain the approved QAP throughout the period of performance.

12. REPORTING REQUIREMENTS (minimum)

- Patient Satisfaction Reports
 - Overall Rating of Hospital Services provided
 - Rating of Provider
 - Rating of Nursing Services
 - Rating of Environment
- Utilization Rates
 - Percent of services used within the IPC System
 - Utilization of Programs and Education Feature
 - Percent of Education Materials Viewed
- Education Ordered and Patient Completed
 - List of Education Ordered by Provider
 - List of Education required by Patient
 - List of Education Ordered by Education Type by Ward
 - List of Education Completed by Patient
- Contractor IPC System Functionality Report
 - Percent of Time Fully Functioning
 - Percent of Down Time
 - Report of Outage by Location

13. TRAVEL

All travel shall be submitted on a firm-fixed-price basis. No travel costs will be directly reimbursed by the VA.

14. PERFORMANCE MONITORING.

14.1 Quality Assurance Performance Plan

This quality assurance surveillance plan (QASP) is pursuant to the requirements listed in the performance work statement (PWS) entitled Interactive Patient Care Services. This plan sets forth the procedures and guidelines for the Veterans Administration who will use in ensuring the required performance standards or services levels are achieved by the contractor.

14.2 Quality Assurance Surveillance Plan Purpose

The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the performance standards/quality levels identified in the PWS and **the Contractor's Quality Control plan (QCP)**, and to ensure that the government pays only for the proper level.

15. CONTRACTING OFFICER/CONTRACTING OFFICER'S REPRESENTATIVE (COR)

No one other than the CO is authorized to make changes to this contract, affecting time, cost or scope of services. The COR is the person at the location assigned to provide technical guidance, interpretation of the PWS, and advice regarding the services to be performed under this contract.

The VISN 8 Veteran Health System will assign a VA representative as the COR to represent the Contracting Officer in furnishing technical guidance and advice regarding the work being performed under this contract. The foregoing is not to be construed as authorization to interpret or furnish advice and information to the Contractor relative to the financial or legal aspects of the contract. If there is a conflict between the COR and the Contractor's interpretation of the PWS requirements the Contractor shall immediately communicate the concerns in writing to the contracting officer.

16. PERFORMANCE REQUIREMENT STANDARDS

Performance Indicators	PWS Ref	Performance Measure	Acceptable Level of Quality	Method of Assessment	Incentive	Disincentive
Meet installation schedule as developed by COR and contractor	Para 7.0	Each facility timelines are met	95%	Scheduled reviews, random samples, with facility POC and Customer Complaints	Payment equal to Acceptable Quality Level or level of performance	Negative performance rating
No interruption to patient care	Para 7.0	No complaints	98%	Scheduled reviews, random samples, with facility POC and Customer Complaints	Payment equal to Acceptable Quality Level or level of performance	Negative performance rating
Damage to VA property is repaired timely and to VA standards	Para 7.0	Within 72 hours of incident	98%	Scheduled reviews, random samples, with facility POC and Customer Complaints	Payment equal to Acceptable Quality Level or level of performance	Negative performance rating
Product performs Education training on demand	Para 4.2	No complaints	98%	Scheduled reviews, random samples, with facility POC and Customer Complaints	Payment equal to Acceptable Quality Level or level of performance	Negative performance rating
Product performs Entertainment options	Para 4.3	No complaints	98%	Scheduled reviews, random samples, with facility POC and Customer Complaints	Payment equal to Acceptable Quality Level or level of performance	Negative performance rating
System provides reports with the ability to modify	Para 4.5	Report review Monthly – flexible and accurate	98%	Scheduled reviews, random samples, with facility POC and Customer Complaints	Payment equal to Acceptable Quality Level or level of performance	Negative performance rating

Comply with PWS	PWS	No complaints	100%	Scheduled reviews, random samples, with facility POC and Customer Complaints	Payment equal to Acceptable Quality Level or level of performance	Negative performance rating
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Performance Indicators	PWS Ref	Performance Measure	Acceptable Level of Quality	Method of Assessment	Incentive	Disincentive
Meet support requirements	Para 6.0	Monitor c/o and turnaround times	Meets requirements 98%	Scheduled reviews, random samples, with facility POC and Customer Complaints	Payment equal to Acceptable Quality Level or level of performance	Negative performance rating

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14. VISN 8 INPATIENT FACILITIES:

Bay Pines VA Healthcare System

10000 Bay Pines Blvd
Bay Pines, FL 33744

Miami VA Healthcare System

1201 N.W. 16th St.
Miami, FL 33125

* Malcom Randall VAMC

1601 S.W. Archer Rd
Gainesville, FL 32608

* Lake City VAMC

619 South Marion Ave
Lake City, FL 32025

* Malcom Randall VAMC and Lake City VAMC comprise the North Florida/South Georgia (NF/SG) Healthcare System.

VA Caribbean Healthcare System

10 Casia St
San Juan, Puerto Rico 00921-3201

James A. Haley Veterans' Hospital

13000 Bruce B Downs Blvd
Tampa, FL 33612

West Palm Beach VAMC

7305 N. Military Trail
West Palm Beach, FL 33410

** Orlando VAMC

13800 Veterans Way
Orlando, FL 32827

VA INFORMATION CUSTODIAL LANGUAGE:

- a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).
- b. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.
- c. Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, applicable VA Records Control Schedules, and VA Handbook 6500.1, *Electronic Media Sanitization*. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.
- d. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.
- e. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.
- f. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.
- g. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.1, Business Associate Agreements. Absent an agreement to use or disclose protected health information, there is no business associate relationship.
- h. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.
- i. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.

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

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

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

SECURITY INCIDENT INVESTIGATION:

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

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

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

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

LIQUIDATED DAMAGES FOR DATA BREACH:

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

b. The contractor/subcontractor shall provide notice to VA of a "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk

associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

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

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

(2) Description of the event, including:

(a) date of occurrence;

(b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;

(3) Number of individuals affected or potentially affected;

(4) Names of individuals or groups affected or potentially affected;

(5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;

(6) Amount of time the data has been out of VA control;

(7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);

(8) Known misuses of data containing sensitive personal information, if any;

(9) Assessment of the potential harm to the affected individuals;

(10) Data breach analysis as outlined in 6500.2 Handbook, *Management of Security and Privacy Incidents*, as appropriate; and

(11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 for 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.

SECURITY CONTROLS COMPLIANCE TESTING :

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-day's 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 assessments) as determined by VA in the event of a security incident or at any other time.

TRAINING:

a. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete VA Privacy and Information Security Awareness and Rules of Behavior Training and Privacy and HIPAA Training and HIPAA Training before being granted access to VA information and its systems.

(1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the *Rules of Behavior* before being granted access to VA information and its systems.

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

c. 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.

The Certification and Accreditation (C&A) requirements do not apply and a Security Accreditation Package is not required for this SOW.

***** IF APPLICABLE*****

Records Management Contract Language

The following standard items relate to records generated in executing the contract and should be included in a typical Electronic Information Systems (EIS) procurement contract:

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.

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.
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.
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.
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.
6. The Government Agency owns the rights to all data/records produced as part of this contract.
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. 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.].
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.
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.

All Contractor, Pharmaceutical Company Representative (PCR), and Healthcare Industry Representatives (HIR) will coordinate with Contracting Officer Representative for instructions so they are in compliance with James A. Haley Veterans' Hospital policies:

HPM NO. 90-25; JANUARY 2014; HEALTHCARE VENDOR ACCESS AND COMPETENCY
HPM NO. 132-04; DECEMBER 2012; SECURITY MANAGEMENT PROGRAM
HPM NO. 132-05; DECEMBER 2012; HOSPITAL IDENTIFICATION PROGRAM
HPM NO. 11-91; MAY 2013; PHARMACEUTICAL COMPANY REPRESENTATIVES

HIR are required to report to MSDU (Room GC-003), immediately after entering the facility. HIR will be required to sign into the monitoring system and print a badge for proper identification. . The Healthcare Industry Representatives for Nutrition and Food Services, Office of Information and Technology, and Social Work Services are included in this policy; vendors (HIR) for Pharmacy Services are to follow (HPM 11-91) policy. HIR must be sponsored by a physician, a Service Chief, or their designee, for a specified date and a specified case.

HIR are not permitted in patient care areas or clinics unless a prior appointment has been made.

Pharmaceutical Company Representative (PCR) refers to anyone acting on behalf of a pharmaceutical company or its business partners for the purpose of promoting the use of items managed under the VA formulary process. These items primarily include drugs, but to a lesser extent also include any medical supplies, nutritional supplements, and similar commodities managed under the VA formulary process.

a. Sign-In: PCRs may visit VA Medical care facilities no earlier than 8:00 a.m. and stay no later than 3:30 p.m., Monday through Friday, unless they receive prior approval from both the Chief of the Service that they will be visiting and the Chief of Pharmacy. Representatives visiting the JAHVH must sign in at the Pharmacy Administrative Office (Located in Trailer 78) and wear a visitor's badge as well as their company's personal name badge while in the hospital.

Vendors: Reference Hospital Memorandum Policy Number 90-25 Healthcare Vendor Access and Competency.

Contractors and/or project managers: Will be issued a PIV/ID badge in accordance with the facility PIV Policy. Contractors will contact their assigned VA Contracting Officer Representative (COR) for coordination.

Contract Personnel/Sub-Contractors: Contractors are responsible for the daily accountability and identification of all personnel assigned to their respective contract including sub-contractors. Contractors will identify personnel using the following procedures as appropriate.

Construction Project contract personnel will report to the contractor for issuance of a temporary self-adhesive identification badge. This badge will be issued on a daily basis and must include the following information: Company name, project number, date and name of individual. Contractor will maintain a daily log of all personnel.

Contract personnel not involved in an actual construction project will report to police dispatch for issuance of a numbered badge. A driver's license or photo ID will be required each day upon entering the facility, in exchange for the badge, and will be given back once the badge is returned to police dispatch. The contractor will provide Police Service with a list of names for all sub-contract personnel requiring access to the facility. It is the responsibility of the contractor to update the list as necessary.

NPR OPC; CBOCs and Off-site Lease facilities with VA Police staffing: As above with check-in with VA Police.

Off-site Lease facilities w/o VA Police staffing: Coordinate with COR, Administrative Officer, or Service Point of Contact.

Compliance & Business Integrity (CBI) Language for Contracts

The Tampa VA has a CBI Program. If the contractor detects and/or suspects any noncompliance relative to the revenue cycle when providing treatment to our veterans, he/she is to notify the Contracting Officer's Representative (COR) or the Tampa VA CBI Officer. CBI Awareness training is available on the Talent Management System website. Any contract staff who does VA work is required to take basic compliance awareness training, annual CBI refresher training. Job-

specific training may be required for staff in specific positions that relates to the revenue cycle. Contact the Tampa VA CBI Officer or COR for examples of CBI training that would satisfy this requirement. The contractor is to show proof of completing this training by submitting a completed copy of the VISN 6 CBI Certification Form to the COR. You may contact the Tampa VA CBI Officer for more information regarding CBI training.

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