

# NATIONAL CENTER FOR PTSD

## STATEMENT OF WORK

### Supporting Implementation of Measurement-Based Mental Health Care

1. **PURPOSE.** The purpose of this project is to collaborate with The National Center for PTSD (NCPTSD) in conducting a series of formative evaluations to improve future phases of VHA's implementation of measurement-based care (MBC) for mental disorders. VHA is currently undertaking Phase I of MBC implementation at 59 sites, with plans to extend to additional sites in FY 2018. This project will support and inform that VHA implementation of MBC through qualitative interviews with VHA clinicians, managers, and patients to assess how MBC is being implemented, and qualitative interviews with clinicians and patients regarding how they apprehend, discuss and use outcomes data. Findings from this study will be disseminated in briefings, and published to guide subsequent phases of implementation of measurement-based care. This project supports ongoing efforts to make VHA mental health treatment more effective and more responsive to patient concerns.
2. **BACKGROUND** The National Center for PTSD is responsible for many things, including researching and disseminating innovations that improve assessment, treatment, and management of posttraumatic stress disorder and related mental health conditions. Although practice guidelines recommend use of validated standardized measures for assessment, few mental health systems routinely collect patient-reported outcomes data and use them to inform clinical decision-making. Because VHA has not previously implemented MBC on a large scale, little is known about what aspects of this initial effort will work well and what will need to be fixed. Moreover, there has been little prior information on how MBC impacts Veterans' experience of and satisfaction with care. Results of this project will inform continuing VHA efforts to improve the quality, outcomes, and patient-centeredness of care provided to Veterans with PTSD and other mental disorders.
3. **Objectives.** The aims of this project are to:
  - Conduct qualitative research to identify implementation processes, barriers and facilitators associated with higher and lower rates of implementation of measurement-based care.
  - Conduct qualitative research to assess how outcomes data are discussed and used in the patient-clinician dyad to enhance Veterans' experience of care, and identify opportunities for improving upon current practices.
  - Conduct qualitative research to obtain clinician and Veteran feedback on different ways of displaying data on patients' progress.
  - Share findings from these activities through informal briefings to NCPTSD.

- Disseminate findings by the Contractor and NCPTSD co-authoring academic publications based on the findings of the funded research. In the case of jointly developed publications, where the Contractor and NCPTSD have collaborated on substantive issues in its development and wherein one party's contribution is indistinct from the other's, copyright will be jointly owned. A copy of each jointly developed publication must be submitted for review by all authors (in sufficient time to allow a 3 week review cycle for all authors) before submission to a journal or other production process. Should one of the parties decline to jointly publish, then the other party may claim copyright and publish at their own option with a three (3) week advance notice to the other party. Should no joint publication result from the findings of this funded research, then both parties retain copyright ownership to the products they have solely created.

**4. Scope.** NCPTSD will provide prior data from the evaluation of VA implementation of measurement-based care, including staff survey data and data on sites' administration of patient-reported outcome measures. These data will help identify issues to be explored in the qualitative interviews, and will selection of high and low implementation sites for recruitment. NCPTSD will also provide an interview guideline and findings from prior qualitative interviews with site champions. The Contractor shall advise on qualitative study design and sample selection, develop additional interview guidelines to be approved by NCPTSD, recruit study participants, pay incentives to Veterans participating in the study, conduct site visits to participating clinics, conduct qualitative interviews with study participants, transcribe and analyze qualitative interviews, conduct ongoing updates/debriefings with NCPTSD leads. NCPTSD will confer with the contractor to place emergent findings in the context of other VA data. The Contractor and NCPTSD will collaborate on dissemination of relevant findings in academic journals and conference presentations.

**5. Mandatory Tasks and Deliverables.** The contractor shall provide consultation on study design, recruitment of participants, conduct of site visits and qualitative interviews, transcription, analysis, and report preparation for a series of qualitative studies informing implementation of measurement-based mental health care in VHA. If for any reason, any deliverable cannot be delivered on time according to the below schedule, the contractor shall provide a written explanation three days prior to the due date to the Contracting Officer Technical Representative (COR). This written transmittal shall include a firm commitment of when the work shall be completed. This transmittal to the COR shall cite reasons for the delay, and the impact on the overall project. The COR will review collaboratively with the program office and facts and issue a response in accordance with the contract terms and conditions. Specifically, the contractor shall:

**5.1 Task One. Conduct qualitative research to identify implementation processes, barriers and facilitators associated with higher and lower rates of implementation of measurement base care.**

**Task 5.1.1.** Draft qualitative interview guidelines to be approved by NCPTSD.

**Task 5.1.2.** Develop with NCPTSD purposive sampling criteria for site champions. Recruit via email 20 participants from a list of 59 site champions participating in Phase of MBC implementation. Conduct 20 qualitative interviews on local implementation processes, clinician experiences in implementing MBC, and perceptions of Veterans' reactions to MBC. Pending regulatory approvals, provide audio-recordings, transcripts and/or notes from these qualitative interviews.

**Task 5.1.3.** Provide initial briefing on results from champion interviews.

**Task 5.1.4.** Jointly with NCPTSD, develop recruitment criteria for selecting VA sites participate in qualitative interviews. Site selection will be done jointly with NCPTSD to focus on sites with notably high and low implementation success. To provide information from a range of perspectives, sites should represent diverse types of clinics - primary care mental health integration, general mental health, PTSD specialty outpatient, and/or addiction specialty outpatient -- involved in MBC Phase I.

**Task 5.1.5.** Recruit 10 clinics (and approximately 4-6 clinicians per clinic) involved in MBC Phase I to participate in qualitative research. Staff in 2 to 4 clinics will be interviewed in person; the remaining interviews will be done either in person or by telephone.

**Task 5.1.6.** Conduct in-person qualitative interviews and site visits at 2 to 4 clinics (up to 20 interviewees) involved in MBC Phase I to obtain data on local implementation processes, clinician experiences in implementing MBC, and perceptions of Veterans' reactions to MBC. Pending regulatory approvals, provide audio-recordings, transcripts, and/or notes from these visits and qualitative interviews.

**Task 5.1.7.** Conduct telephone qualitative interviews at 6 to 8 clinics up to 40 interviewees) involved in MBC Phase I to obtain data on regarding local implementation processes, clinician experiences in implementing MBC, and perceptions of Veterans' reactions to MBC. Pending regulatory approvals, provide audio-recordings, transcripts, and/or notes from these visits and qualitative interviews.

**Task 5.1.8.** Partway through completing interviews at each clinic, confer by phone with NCPTSD staff to review emergent themes and identify areas to prioritize in the remaining interviews.

**Task 5.1.9.** Use Rapid Analysis Process (or similar analytical approach) to analyze clinician interviews and other site visit information to identify emergent themes and key findings.

**5.2 Task Two. Conduct qualitative research to assess how outcomes data are discussed and used in the patient-clinician dyad to enhance Veterans' experience of care, and identify opportunities for improving upon current practices.**

**Task 5.2.1.** Draft detailed qualitative interview guidelines to be approved by NCPTSD. Develop with NCPTSD purposive sampling criteria for clinician and veteran participants.

**Task 5.2.2.** Recruit 40 clinician-patient dyads to participate in qualitative research. (The sample may include some clinicians previously interviewed in Task One.) Contractor will recruit clinicians and provide clinicians with materials they can distribute to patients. Patients would opt in to be contacted about the study. Clinician and patient in each dyad will be asked to participate in an individual interview, and to allow recording of part of one treatment session in which they discuss data on the patients' progress.

**Task 5.2.3.** Conduct qualitative interviews 40 clinicians and 40 patients in the dyads regarding the way that they define and measure patient progress, make treatment decisions, and use outcomes data to inform care. Provide audio-recordings, notes and transcripts from these visits and qualitative interviews.

**Task 5.2.4.** Obtain recordings of 40 sessions in which dyads discuss patient progress. Pending regulatory approvals, provide audio-recordings, transcripts and/or notes from these visits and qualitative interviews.

**Task 5.2.5.** Analyze interviews and session recordings to identify emergent themes and key findings.

**5.3 Task Three. Conduct qualitative research to obtain clinician and Veteran feedback on different ways of displaying data on patients' progress.**

**Task 5.3.1.** Draft qualitative interview guidelines to be approved by NCPTSD. Develop sampling criteria for clinician and veteran participants to be approved by NCPTSD. Develop data display stimuli (e.g., different paper reports of hypothetical data).

**Task 5.3.2.** Recruit a total of 20 clinicians and 20 veterans at 2 VA sites (they do not need to be clinician-patient dyads). Conduct qualitative interviews to obtain feedback on different data display prototypes. Pending regulatory approvals, provide audio-recordings, transcripts, and/or notes from these visits and qualitative interviews.

**Task 5.3.3.** Analyze interviews to identify emergent themes and key findings.

**5.4. Task Four. Project management.** The contractors shall provide oversight and quality control throughout the project, including the deliverables outlined below.

Task 5.4.1. The contractor will develop an initial work plan and timelines for completing the project.

Task 5.4.2. The contractor will provide monthly updates by phone on progress and deliverables completed to date.

**5.5 Task Five. Analysis and reporting of findings.** The contractor will synthesize all findings and produce the following reports.

5.5.1. Pending regulatory approvals, provision to NCPTSD of a copy audio recordings, transcripts and/or notes arising from this project which can be used by NCPTSD for additional analyses beyond the contract timeline.

5.5.2. Deliver a final briefing on Tasks 1, 2, and 3.

5.5.3. Collaboration with NCPTSD staff on joint authorship of academic publications regarding barriers and facilitators of MBC implementation, specific strategies associated with implementation success, current clinician-patient conversations about outcomes, and patient and veterans reactions to different formats for communicating data on patient progress. Participation by the contractor is optional for any publishing work that extends beyond the funding period of the contract.

## **5.6 Schedule for Mandatory Deliverables.**

### **5.3.1 Table of Base Period Mandatory Deliverables Due Dates**

<b>REFERENCE</b>	<b>DELIVERABLE</b>	<b>DUE DATE</b>
5.1.1 – 5.1.3	Interim briefing on site champion interviews	Within 4 months after contract award
5.4	Project management updates by telephone	Throughout the 12-month project
5.5.1	Provision of supporting data (contingent on regulatory approvals)	Within 12 months after contract award
5.5.2	Final briefing on staff interviews, clinician-patient dyads, and displaying data.	Within 12 months after contract award
5.5.3	Development of first journal manuscript for submission	Within 12 months after contract award

**6. Period of Performance.** The period of performance shall be 12 months from the date of award for a base period. After review and acceptance of all deliverables, optional years may be exercised.

There are ten (10) Federal holidays set by law (U.S.C. Title 5 Section 6103):

Under current definitions, four are set by date:

New Year's Day	January 1
Independence Day	July 4
Veteran's Day	November 11
Christmas Day	December 25

If any of the above falls on a Saturday, then Friday shall be observed as a holiday. Similarly, if one falls on a Sunday, then Monday shall be observed as a holiday.

The other six are set by a day of the week and month:

Martin Luther King Day	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Thanksgiving	Fourth Thursday in November

**7. Place of Performance.** The work will be performed at approved Contractor facilities as directed by the COR/program manager and mutually agreed to by Contractor.

**8. Key Personnel.** Certain skilled, experienced professional and/or technical personnel are essential for accomplishing the work to be performed. These individuals are defined as "Key personnel" and are those persons whose resumes were submitted and marked by the vendor as "Key Personnel". Substitutions shall only be accepted if in compliance with "Substitutions shall only be accepted if in compliance with "Substitution of Key Personnel" provision identified below.

<u>Name</u>	<u>Title</u>
Psychologist	Principal Investigator/Project Lead

The Contracting Officer may notify the Contractor and request immediate removal of any personnel assigned to the task order by the Contractor that are deemed to have a conflict of interest with the government or if the performance is deemed to be unsatisfactory. The reason for removal will be documented and replacement personnel shall be identified within three business days of the notification. Employment and staffing difficulties shall not be justification for failure to meet established schedules.

**8.1 Substitution of Key Personnel.** All Contractor requests for approval of substitutions hereunder shall be submitted in writing to the COR and the Contracting Officer at least thirty (30) calendar days in advance of the effective date, whenever possible, and shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other information

requested by the Contracting Officer necessary to approve or disapprove the proposed substitution. New personnel shall not commence work until all necessary security requirements, as defined in Section J, have been fulfilled and resumes provided and accepted. The COR and the Contracting Officer will evaluate such requests and promptly notify the Contractor of approval or disapproval in writing.

**8.2** The Contractor shall be responsible for managing and overseeing the activities of all Contractor personnel, as well as subcontractor efforts used in performance of this effort. The Contractor's management responsibilities shall include all activities necessary to ensure the Accomplishment of timely and effective support, performed in accordance with the Requirements contained in the statement of work.

**8.3 Domain Knowledge.** Contractors will be expected to present domain knowledge in assessment and treatment of mental disorders, evaluation of mental health programs for Veterans or military personnel, and in conduct of qualitative research with clinicians and people who are living with mental disorders.

Domain knowledge criteria are specified below:

**Contractor Personnel Requirements.** Personnel proposed shall have an in-depth knowledge of methods for evaluating mental health programs serving Veterans or military personnel, in addition to the following:

- Expert knowledge of methods for evaluating mental health services for Veterans or military personnel;
- Expert knowledge of qualitative research methods applied to research mental health staff
- Expert knowledge of qualitative research methods applied to Veterans' or military personnel's satisfaction with care.
- Specific knowledge of procedures and practices for implementing measurement-based care (implementing ongoing assessment of patient-reported outcomes and using those data to inform clinical decisions).

**8.4 Staff Qualifications.**

**8.4.1** Deep understanding of mental health disorders, diagnosis, and evidence-based treatment of same. Expert knowledge of the mental health concerns of veterans or military personnel. Expertise in evaluating mental health or addiction treatment programs in large, complex organizations.

**8.4.2** Minimum of 5 years of experience in conducting health services or program evaluation on delivery of mental health care.

**8.4.3** Expert knowledge of rigorous scientific methods for evaluating mental health delivery as evidenced by peer-reviewed scientific publications on quality of mental health care, patient satisfaction with care, implementation evidence-based mental health practices, and/or implementation of measurement-based care.

**8.4.4** Expert knowledge of qualitative research methods relevant to mental health, especially qualitative research involving clinicians and/or individuals who are living with mental disorders.

**8.4.5** Specific knowledge of implementation of measurement-based care, that is, a deep understanding of the processes and common challenges in implementing systems to routinely collecting patient-reported outcomes data and use that information to improve ongoing clinical care.

**8.4.6** Ph.D. in Psychology or Clinical Psychology.

**9. Travel.** The CO anticipates that up to six trips will be required for conduct of site visits and coordination of the project. All trips will be within the continental United States and will up to five days. Travel expenses are to be paid directly by the contractor, and should be included as part of the cost of the proposal.

**10. Type of Contract.** A Firm-Fixed Price Contract will be requested.

**11. Changes to the SOW.** Any changes to this SOW shall be authorized and approved only through written correspondence from the Contracting Officer. Costs incurred by the contractor through the actions of parties other than the Contracting Officer shall be borne by the contractor.

**12. Government and Contractor Responsibilities.**

- a. The CO shall provide the contractor with copies of documents that the VA is required to provide.
- b. The contractor shall request other VA documentation deemed pertinent to the work accomplishment directly from the COR. The contractor is expected to use common knowledge and resourcefulness in securing all other reference materials, standard industry publications, and related materials that are pertinent to the work.
- c. The contractor shall maintain frequent communications with the Program Office and the COR to conduct work in progress reviews.

**13. Formal Acceptance or Rejection of Deliverables.** The VA shall have 15 business days to review each document and provide feedback and comments. The contractor shall have five business days to incorporate comments. A final review shall be conducted with the COR and NCPTSD. Delivery of the post-final review document with incorporated comments from the final review meeting shall constitute acceptance by the VA with COR's written approval.

## **14. Quality Standards for Deliverables - Performance Measures: Standards:**

**14.1** Review of relevant materials. Deliverables shall be timely, comprehensive, thoughtful, relevant presentation of alternatives, pros and cons, and feasible recommendations.

**14.2** CO Presentations. Presentations shall be clear, concise, executive-focused, and written in such a way as to be understood by lay persons. Quality of deliverable directly correlates with effectiveness of CO communications.

**14.3** Project Plan. Project Plan shall be timely and comprehensive; recognize and address authority, perceptions, and concerns of stakeholders; incorporate scope of requisite contract requirements across the CO.

**14.4** Reports. Reports are submitted on time and include those topics described in the SOW, agreed to in the master plan and as requested for special reports; necessary clearances are obtained as needed in a timely manner.

**14.5** Publications and other documents. Deliverables are timely submission in formats appropriate to target audiences; consideration of best dissemination mechanisms; user friendly, clear, thorough and comprehensive documentation and publications.

**14.6** Meeting support. Timely and thoughtful pre-meeting preparations and logistics; smooth meeting operations; timely and comprehensive post-meeting summaries.

**14.7** Coordination. Contractor collaboration with CO is timely, appropriate and demonstrates cooperative support to VHA Executives and staff.

**14.8** Analyses and Assessments. Analyses and assessments are performed with accuracy, comprehensiveness and adherence to industry best practices.

**14.9** Modifications. Timely, comprehensive, high quality covering all functional, performance, and physical areas as delineated in the SOW; final plan incorporates VA feedback in a timely manner.

**14.10** Obtain relevant stakeholder input. Deliverables are innovative, timely implementation of input mechanisms; accurate and comprehensive synthesis of results and recommendations. Integration of relevant stakeholder input documented for deliverable.

## **15. SECURITY – PRIVACY REQUIREMENTS**

General - All contractors and contractor personnel shall be subject to the same Federal laws, regulations, standards and VA policies as VA, and VA personnel, regarding information and information system security. Contractors must follow policies and procedures outlined in VA Directive 6500, *Information Security Program* and its handbooks to ensure appropriate security controls are in place.

## **15.1 Access to VA Information and VA Information Systems**

**15.1.1** A contractor will not need logical (technical) and/or physical access to VA information and VA information systems

## **15.2 VA Information Custodial Requirements**

**15.2.1** Information made available to the contractor by VA for the performance or administration of this contract or information developed by the contractor 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 contracting officer. This clause expressly limits the contractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

**15.2.2** Information generated by a Contractor as a part of the contractor's normal business operations, such as medical records created in the course of providing treatment, is subject to a review by the Office of General Counsel (OGC) to determine if the information is the property of VA and subject to VA policy. If the information is determined by OGC to not be the property of VA, the restrictions required for VA information will not apply.

**15.2.3** Prior to termination or completion of this contract, contractor will not destroy information received from VA or gathered or created by the contractor in the course of performing this contract without prior written approval by the VA contracting officer. Any data destruction done on behalf of VA by a contractor 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*, and applicable VA Records Control Schedules.

**15.2.4** The contractor will 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. Applicable Federal information security regulations include all Federal Information Processing Standards (FIPS) and Special Publications (SP) issued by the National Institute of Standards and Technology (NIST). 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 after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies, including FIPS or SP, in this contract.

**15.2.5** Contractor will not be collecting, storing, or disseminating personal identifiable information (PII) or protected health information (PHI) data from medical records. Identifiable data (VA employee work email addresses and audio recordings of patient and staff interviews) will be stored in conformance with all pertinent regulations, laws, and VA directives related to privacy. Contractors must provide access for VA privacy reviews and assessments and provide appropriate documentation as directed.

**15.2.6** The contractor shall not make copies of VA information except as necessary to perform the terms of the agreement or to preserve electronic information stored on contractor electronic storage media for restoration in case any electronic equipment or data used by the contractor needs to be restored to an operating state.

**15.2.7** 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 terminate the contract for default or terminate for cause under Federal Acquisition Regulation (“FAR”) part 12.

**15.2.8** If a VHA contract is terminated for cause, the associated business associate agreement (BAA) will also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01 Business Associates.

**15.2.9** Contractor will store, transport or transmit VA sensitive information in an encrypted form, using a VA-approved encryption application that meets the requirements of NIST’s FIPS 140-2 standard.

**15.2.11** The contractor’s firewall and Web services security controls, if applicable, shall meet or exceed VA’s minimum requirements. VA directives are available on the VA directives Web site at <http://www1.va.gov/vapubs/>.

**15.2.12** Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor 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 will refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

**15.2.13** Notwithstanding the provision above, the contractor shall not release medical quality assurance records protected by 38 U.S.C. 5705 or records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus protected under 38 U.S.C. 7332 under any circumstances, including in response to a court order, and shall immediately refer such court orders or other inquiries to the VA contracting officer for response.

**15.2.14** The contractor will not use technologies banned in VA in meeting the requirements of the contract (e.g., Bluetooth enabled devices).

### **15.3 Information System Design and Development**

**15.3.1** Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA policies developed in accordance with Federal Information Security Management Act (FISMA), Health Insurance Portability and Accountability Act (HIPAA), NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and

system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference Appendix D of VA Handbook 6500, VA Information Security Program). During the development cycle a privacy impact assessment will be completed, provided to the COR, and approved by the VA Privacy Service in accordance with VA Privacy Impact Assessment Handbook 6500.3.

**15.3.2** The security controls must be designed, developed, approved by VA, and implemented in accordance with the provisions of VA security system development life cycle as outlined in NIST Special Publication 800-37 and VA Handbook 6500.

**15.3.3** The contractor will be required to design, develop, or operate a System of Records on individuals to accomplish an agency function subject to the Privacy Act of 1974, (as amended), Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Privacy Act may involve the imposition of criminal and civil penalties.

**15.3.4** The contractor agrees to -

**15.3.4.1** Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies --

- The systems of records; and
- The design, development, or operation work that the contractor is to perform;

**15.3.4.2** Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and,

**15.3.5** Include this Privacy Act clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

**15.3.6** In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the contractor is considered to be an employee of the agency.

**15.3.7** Operation of a system of records” means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

**15.3.8** “Record” means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and contains the person’s name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint, or a photograph.

**15.3.9** “System of records on individuals” means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

#### **15.4 Information System Hosting, Operation, Maintenance or Use**

**15.4.1** For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, contractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. The contractor security control procedures must be identical, not equivalent, to those procedures used to secure VA systems. A privacy impact assessment (PIA) must also be provided to the COR and approved by VA Privacy Service prior to operational approval. All external Internet connections involving VA information must be reviewed and approved by VA prior to implementation.

**15.4.2.** Adequate security controls for collecting, processing, transmitting, and storing of personally identifiable information, as determined by the VA Privacy Service, must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of VA. These security controls need to be stated within the PIA and supported by a risk assessment. If these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.

**15.4.3** Outsourcing (contractor facility/contractor equipment/contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (C&A) of the contractor’s systems in accordance with NIST Special Publication 800-37 and VA Handbook 6500 and a privacy impact assessment of the contractor’s systems prior to operation of the systems. Government-owned (government facility/government equipment) contractor-operated systems, third

party or business partner networks require a system interconnection agreement and a memorandum of understanding (MOU) which detail what data types will be shared, who will have access, and the appropriate level of security controls for all systems connected to VA networks.

**15.4.4** The contractor must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the information security officer (ISO) for entry into VA's Plan of Action and Milestone (POA&M) management process. The contractor will use VA's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the Government. Contractor procedures will be subject to periodic, unannounced assessments by VA officials. The physical security aspects associated with contractor activities will also be subject to such assessments. As updates to the system occur, an updated PIA must be submitted to the VA Privacy Service through the COR for approval.

**15.4.5** All electronic storage media used on non-VA leased or owned IT equipment that is used to store, process, or access VA sensitive information must have all VA sensitive information removed, cleared, sanitized, or destroyed in accordance with VA policies and procedures upon: (1) completion or termination of the contract or (2) disposal or return of the IT equipment by the contractor or any person acting on behalf of the contractor, whichever is earlier.

## **15.5 Security Incident Investigation**

**15.5.1** 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 shall immediately notify the Contracting Officer Technical Representative (COR) and simultaneously, the designated ISO/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 has access.

**15.5.2** To the extent known by the contractor, the contractor's notice to VA will identify the information involved, the circumstances surrounding the incident (including to

whom, how, when, and where the VA information/assets were placed at risk or compromised), and any other information that the contractor considers relevant.

**15.5.3** The contractor will simultaneously report the incident to the appropriate law enforcement entity(ies) of jurisdiction, including the VA Offices of the Inspector General and Security and Law Enforcement, in instances of theft or break-in or other criminal activity. The contractor, its employees, and its subcontractors and their employees will 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 will 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.

**15.5.4** To the extent practicable, the contractor shall mitigate any harmful effects on individuals whose VA information was accessed or disclosed in a security incident. In the event of a data breach with respect to any VA Sensitive Information processed or maintained by the contractor or subcontractor under the contract, the contractor is responsible for liquidated damages to be paid to VA.

## **15.6 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 will 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) determined by VA in the event of a security incident or at any other time.

## **15.7 Security Training**

**15.7.1** Contractor will not require access to VA sensitive information and/or VA information systems.

## **15.8 Contractor Personnel Security**

**15.8.1** Contractor will not require access to VA sensitive information and/or VA information systems.

## **15.9 Background Investigation**

**15.9.1** Contractor will not require access to VA sensitive information and/or VA information systems.

## **15.9.1 Contractor Responsibilities**

**15.9.1.1** After contract award and prior to contract performance, the Contractor shall provide the following information, using Attachment B, to the CO or designated COR:

- List of names of Contractor personnel.
- Social Security Number of Contractor personnel.
- Home address of Contractor personnel or the Contractor's address.

**15.9.1.2** The Contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract.

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

**15.9.1.4** Further, the Contractor shall be responsible for the actions of all individuals provided to work for the VA under this contract. In the event that damages arise from work performed by Contractor provided personnel, under the auspices of this contract, the Contractor shall be responsible for all resources necessary to remedy the incident.”

## **15.10 Government Responsibilities**

**15.10.1** The VA Security and Investigations Center (07C) shall provide the necessary forms to the Contractor or to the Contractor's employees after receiving a list of names and addresses.

**15.10.2** Upon receipt, the VA Security and Investigations Center (07C) shall review the completed forms for accuracy and forward the forms to OPM to conduct the background investigation. The VA facility shall pay for investigations conducted by the OPM in advance. In these instances, the Contractor shall reimburse the VA facility within 30 days.

**15.10.3** The VA Security and Investigations Center (07C) shall notify the contracting officer and Contractor after adjudicating the results of the background investigations received from OPM.

**15.10.4** The COR will ensure that the Contractor provides evidence that investigations have been completed or are in the process of being requested.

## **16 ELECTRONIC AND INFORMATION TECHNOLOGY STANDARDS**

### Intranet/Internet

**16.1** The Contractor shall comply with Department of Veterans Affairs (VA) Directive 6102 and VA Handbook 6102 (Internet/Intranet Services).

**16.2** VA Directive 6102 sets forth policies and responsibilities for the planning, design, maintenance support, and any other functions related to the administration of a VA Internet/Intranet Service Site or related service (hereinafter referred to as Internet). This directive applies to all organizational elements in the Department. This policy applies to all individuals designing and/or maintaining VA Internet Service Sites; including but not limited to full time and part time employees, Contractors, interns, and volunteers. This policy applies to all VA Internet/Intranet domains and servers that utilize VA resources. This includes but is not limited to va.gov and other extensions such as, ".com, .eddo, .mil, .net, .org," and personal Internet service pages managed from individual workstations.

**16.3** VA Handbook 6102 establishes Department-wide procedures for managing, maintaining, establishing, and presenting VA Internet/Intranet Service Sites or related services (hereafter referred to as "Internet"). The handbook implements the policies contained in VA Directive 6102, Internet/Intranet Services. This includes, but is not limited to, File Transfer Protocol (FTP), Hypertext Markup Language (HTML), Simple Mail Transfer Protocol (SMTP), Web pages, Active Server Pages (ASP), e-mail forums, and list servers.

**16.4** VA Directive 6102 and VA Handbook 6102 are available at:

Internet/Intranet Services Directive 6102

[http://www.va.gov/pubs/directives/Information-Resources-Management-\(IRM\)/6102d.doc](http://www.va.gov/pubs/directives/Information-Resources-Management-(IRM)/6102d.doc)

Internet/Intranet Services Handbook 6102

[http://www.va.gov/pubs/handbooks/Information-Resources-Management-\(IRM\)/6102h.doc](http://www.va.gov/pubs/handbooks/Information-Resources-Management-(IRM)/6102h.doc)

**16.5** Internet/Intranet Services Handbook 6102 Change 1 – updates VA's cookie use policy, Section 508 guidelines, guidance on posting of Hot Topics, approved warning notices, and minor editorial errors.

[http://www.va.gov/pubs/handbooks/Information-Resources-Management-\(IRM\)/61021h.doc](http://www.va.gov/pubs/handbooks/Information-Resources-Management-(IRM)/61021h.doc)

**16.6** In addition, any technologies that enable a Network Delivered Application (NDA) to access or modify resources of the local machine that are outside of the browser's "sand box" are strictly prohibited. Specifically, this prohibition includes signed-applets or any ActiveX controls delivered through a browser's session. ActiveX is expressly forbidden within the VA while .NET is allowed only when granted a waiver by the VA CIO \*PRIOR\* to use.

**16.7** JavaScript is the preferred language standard for developing relatively simple interactions (i.e., forms validation, interactive menus, etc.) and Applets (J2SE APIs and Java Language) for complex network delivered applications.

## **17 SECTION 508 COMPLIANCE**

**17.1** The Contractor shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998.

**17.2** In December 2000, the Architectural and Transportation Barriers Compliance Board (Access Board), pursuant to Section 508(2) (A) of the Rehabilitation Act Amendments of 1998, established Information Technology accessibility standards for the Federal Government. Section 508(a)(1) requires that when Federal departments or agencies develop, procure, maintain, or use Electronic and Information Technology (EIT), they shall ensure that the EIT allows Federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by other Federal employees. The Section 508 requirement also applies to members of the public seeking information or services from a Federal department or agency.

**17.3** Section 508 text is available at:

<http://www.opm.gov/HTML/508-textOfLaw.htm>

<http://www.section508.gov/index.cfm?FuseAction=Content&ID=14>

**Attachment A**  
**Security Background Investigation Information**  
*(Submit after award and prior to contract performance)*

Complete this form after contract award if Contractor employee does not possess a VA - NACI clearance. The completed form must be sent directly to the Contracting Officer or designated COR within **three days** of award.

**Vendor Business Information**

Vendor Name: \_\_\_\_\_

DUNNS Number: \_\_\_\_\_

Cage Code Number: \_\_\_\_\_

Complete Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Vendor POC Name: \_\_\_\_\_

POC Phone: \_\_\_\_\_

POC email: \_\_\_\_\_

**Employee Information**

Applicant Name: \_\_\_\_\_  
Last First Middle

Applicant SSN: \_\_\_\_\_

Applicant DOB: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

Applicant Email: \_\_\_\_\_

Applicant Occupation: \_\_\_\_\_

1. Was the employee prescreened?    \_\_\_\_\_ yes    or    \_\_\_\_\_ no
2. Is the employee a U.S. Citizen?    \_\_\_\_\_ yes    or    \_\_\_\_\_ no
3. Can the employee read, write, speak and understand English language?  
      \_\_\_\_\_ yes    or    \_\_\_\_\_ no

## Attachment B Progress Report Format

**Cover Sheet: (Project title; Contractor name and address; Contract Number/Purchase Order number; Agency Name)**

### Progress Report

**Project Name:**

**Purchase Order Number: < 101- Alpha##### or 741-Alpha#### >**

*Reporting Period: (January 2, 2009, – December 31, 2009)*

*Prepared By: (insert name and title of person preparing report)*

*Executive Summary: (Abstract of progress for each deliverable of contractor activity)*

1. The Contractor shall provide a status report each month during the contract period:
  - a. Identifying progress on tasks
  - b. Relevant issues regarding the performance of the other tasks
  - c. Expected due dates of deliverables
  - d. Accomplishment of performance metrics
  - e. Performance issues and or concerns
2. Report shall include but not limited to the items listed above, but should encompass any aspects of the work effort.
3. Meetings and Conferences – list the meetings and conferences attended during the report period and provide a brief explanation (i.e., meeting name, date, location, purpose, and who attended) for each. Attach all meeting minutes to the respective report.
4. List major activities planned for the next month.
5. Other Information – additional discussion and conclusion(s) as needed.

*The contractor shall send the report via e-mail to the COR on the 5<sup>th</sup> day of each month*

**Attachment C  
Contractor Personnel Change Request Form**

<b>Contractor/Vendor:</b>		<b>Purchase Order # /Contract #:</b>			<b>Project:</b>			
<b>Vendor POC:</b>		<b>Vendor POC Phone No:</b>			<b>Date Submitted:</b>			
Personnel to be Added	New Personnel Work Address and Phone Number (If working remote, state remote address and telephone number)	Personnel to be Replaced	Proposed Effective Date	Project Role	Labor Category	Hourly Labor Rate	Hour Cap (amount)	Resume Meets Quals?
<b>Reason:</b>								
<b>Comments/Special Instructions:</b>								
<b>Vendor Acceptance</b>					<b>Government Acceptance</b>			
<b>Vendor Signature/Date:</b>					<b>Project Manager Signature/Date:</b>			
<b>Name of Person Signing:</b>					<b>Project Manager Name:</b>			
<b>Title of Person Signing:</b>					<b>Project/Division:</b>			
					<b>COR Signature/Date:</b>			

The contractor is responsible for updating the background investigation template as personnel are added to the contract. The contractor must submit the updated roster to the contracting officer within five business days after the added personnel are approved by the COR. The background investigation forms and fingerprinting must be completed within three business days of the personnel being added to the contract.