

PERFORMANCE WORK STATEMENT

HUD-VASH Case Management Contract

San Francisco and Norther San Mateo County, CA

Background and Overview:

The U.S. Department of Veterans Affairs (VA) is seeking a Contractor to assist with the provision of housing placement and case management services through the HUD-VASH program. The Department of Veterans Affairs (VA) HUD-VASH program is a partnership between the U.S. Department of Housing and Urban Development (HUD) and VA to place and maintain homeless Veterans in permanent, community based housing using HUD Section 8 Housing Choice Vouchers that are paired with ongoing VA case management services. Many of these Veterans have co-morbid conditions that include serious mental illnesses, substance abuse disorders, and other serious medical conditions. VA intends to engage a Contractor to provide housing placement services and on-going case management to VA referred Veterans and their families.

Entities that are interested in providing these services should be aware that HUD-VASH is a national program serving Veterans and their families throughout the country. This program continues to expand and has become one of the largest VA interventions to assist homeless Veterans. It is also the first VA homeless program that offers services to both the Veterans and their family. It represents one of VA's most significant efforts to achieve the President's goal of ending homelessness among Veterans.

Primary target populations for HUD-VASH include chronically homeless, chronically mentally ill Veterans; Elderly Veterans; Veteran families with minor children; and returning Iraq and Afghanistan Veterans. To be eligible for the HUD-VASH program, Veterans must:

- Be eligible for VA health care as determined by the local VA medical center
- Be homeless or at imminent risk for homelessness based on HEARTH ACT 1/16/16 definitions
- Be assessed by the HUD-VASH program at the VA medical center to have ongoing medical, mental health, substance abuse, or other serious psychosocial conditions or stressors that prevent the Veteran from obtaining and/or maintaining permanent housing on his/her own.

HUD-VASH Veterans are admitted to the program based on a demonstrated need for ongoing case management due to advanced age, mental health, substance abuse, medical and/or other co-occurring serious psychosocial issues. The program prioritizes Veterans assessed to be highly vulnerable with a high likelihood of death due to homelessness.

In addition to targeting the most vulnerable homeless Veterans, HUD-VASH utilizes a Housing First approach in working with Veterans to ensure rapid housing placement and stabilization. Housing First is an approach that centers on providing homeless individuals with "housing first" and then providing

services and treatment as needed. What differentiates a Housing First approach from other strategies is that there is an immediate need and primary focus on helping individuals and families quickly access and sustain permanent housing.

Through this contract, the VA seeks to expedite the placement of HUD-VASH Veterans and their families in affordable, permanent housing and assist them in maintaining housing thereafter. This housing must meet the criteria for inclusion in HUD's Section 8 Housing Choice Voucher program.

- A. PERIOD OF PERFORMANCE: The period of performance for this contract will be for 12 months with 4 Option Years.
- B. CONTRACT TYPE: Firm Fixed Price.
- C. PLACE OF PERFORMANCE: Performance will occur at the contractor's location unless otherwise required by work requirements listed in the PWS.
- D. CONTRACT AWARD MEETING: The contractor shall not commence performance on the tasks in the awarded PWS until the Contracting Officer has conducted a kick off meeting or has advised the contractor that a kick off meeting is waived.
- E. GOVERNMENT FURNISHED PROPERTY: Government furnished property will not be provided to the contractor. All equipment required by the contractor will be provided at their expense. This can include items such as the following: Computers/ Laptops, phones, office equipment, office space, vehicles, and anything else to carry out this contract requirements.
- F. METHOD OF INSPECTION AND ACCEPTANCE: The Contracting Office's Representative (COR) will evaluate all deliverables submitted. The COR is responsible for certifying all invoices for payment only for deliverables received and deemed by the COR to be acceptable. A Quality Assurance Surveillance Plan will be used by the COR to assure the success through the uses of negative incentives, for failure of the vendor for meeting the stated performance standards.
- G. A VA Liaison will be identified at each site as the HUD-VASH Coordinator. They will act as the clinical liaison for all client related issues between the Contractor and the VA homeless team. They will provide the clinical oversight. They will not provide direct clinical supervision. They will not be the final authority on acceptance or rejection of the tasks and deliverables.

Tasks and Associated Deliverables:

- A. The VA is seeking a contract with a community-based case management Contractor (Company/Organization) with at minimum three years of community based housing placement and case management experience in working with a population like HUD-VASH Veterans (e.g. chronically homeless, elderly, mentally ill, substance abuser, medical and/or other co-occurring psychosocial issues, and highly vulnerable population that requires case management services to decrease negative consequences from homelessness and/or other significant psychosocial factors. The Contractor will work in conjunction with the San Francisco VA Health Care System

with San Francisco City and County Public Housing Authority (PHA) and San Mateo County Public Housing Authority (PHA).

- B. Contractor will be expected to have experience in implementing the Housing First approach in housing homeless individuals and providing case management services, as this approach will be used with existing Veterans already in HUD VASH program and new Veterans who will be admitted to the HUD VASH program; it is expected for this contract period, at full capacity, there will be total of 250 HUD-VASH Veterans (Cases) that will require case management services.
- C. There will be one contracted Contractor per medical center; the contractor will work within the medical center's catchment area:
 - a. San Francisco VA Healthcare System, San Francisco and Northern San Mateo County, CA.
- D. Contractor will work up to full capacity (250 Cases) within the first quarter of the contract period. There will be a minimum of 250 Section 8 Housing Choice Vouchers assigned to San Francisco and San Mateo County Public Housing Authority (PHA). Referrals will be made at the discretion of the VA Healthcare System.
- E. Payment to Contractor will be made 30 days in arrears from receipt of the invoice.
- F. Contractor will work with Veterans and their families with a wide range of backgrounds and biopsychosocial challenges and vulnerabilities including but not limited to severe mental illness, chronic and current substance abuse, and serious medical problems. VA HUD VASH will identify Veterans for referral to Contractor. Veterans then will be screened and admitted to HUD-VASH program directly by Contractor. If Contractor determines Veteran is inappropriate for HUD VASH program, Contractor will inform HUD VASH liaison for final determination. There may be situations when VA HUD VASH case managers conduct the screening and/or admission; in this situation, the Veterans will be referred to the Contractor for ongoing case management services. Contractor is responsible for outreach, engagement, vouchering, housing and long term case management. Veterans may be currently homeless, or already housed by the VA HUD-VASH program and in need of ongoing community based case management services.
- G. Contractor will provide the following outreach/case management services:
 - 1. Engagement of the Veteran in the HUD VASH process. Contractor will carry responsibility for interviewing, counseling and case managing identified veterans by conducting psychosocial assessments to identify treatment needs which affect the Veterans' adjustment to their environment, and establish treatment goals. Contractor will utilize counseling strategies to include crisis intervention and case management including both short- and long-term services.
 - 2. Contractor will assess the psychosocial and environmental needs or dysfunction secondary to or exacerbating the social, substance or psychiatric problems, which might contribute to

Veterans' readjustment challenges in the community. Contractor establishes and maintains an intensive therapeutic relationship with the Veteran, family, staff, and community programs/agencies, and is responsible for formulating case-management treatment goals and plans that address identified needs, stressors and problems.

3. Contractor will conduct high-risk screening, psychosocial assessment and treatment planning, actively involving the Veteran and their family or significant others, in coordination with the treatment team members. Psychosocial assessments will include goals for clinical treatment. Contractor coordinates and documents clinical case management and psychosocial services and documents the overall effectiveness of the case management services provided. Specifically, Contractor will:
 - a. Psychosocial Assessment: The case manager is responsible for utilizing the "Social Work Psychosocial Assessment Note" template in CPRS. This assessment will be completed within 30 days of admission to the program. The psychosocial assessment is updated when there are significant changes in the Veteran's status or condition, but at a minimum of once every year.
 - b. Social Work Treatment Plan: The case manager is responsible for utilizing the "HUD-VASH SW Treatment Plan Note" template and progress note title in CPRS. The SW Treatment Plan will be completed within 30 days of the Psychosocial Assessment. In addition, the case manager will use a collaborative approach in completing the plan with the Veteran and will provide a signed copy to the HUD-VASH participant. The Treatment Plan should be updated annually or when there are significant changes in the Veteran's status or condition. For example, when Veteran goes from homeless to permanent housing, this is considered "significant changes" and a review and update in Treatment Plan is required. Care should be taken to develop measurable goals, which are revisited during regular meetings between the case manager and the Veteran.
 - c. Review the Treatment Plan at least every ninety (90 days) in a clinical meeting with VA Liaison. Make changes in treatment plans in consultation with the Veteran and the VA liaison.
 - d. Screen each Veteran for suicidal and homicidal risk during the initial stages of contact (screening, admission, and treatment planning phase), during home and/or face-to-face visits, during treatment planning meetings and psychosocial reassessment meetings, when clinically indicated due to life circumstances, and in accordance to VA policy. This screening will be documented in regular progress notes in the VA medical record (CPRS). If the Veteran is a danger to him/herself or others, Contractor will take immediate steps to provide appropriate intervention. Crisis management will be conducted in consultation and coordination with VA HUD-VASH program leadership.

4. Conduct Home Visits for each Veteran. The number of Veteran visits per month will be based on Veterans' needs (acuity level: see attached acuity level worksheet). Home Visits must occur at Veteran's permanent residence to be considered "Home Visits"; If Veteran visits occur at another location agreeable to the Veteran, then that visit is considered "Face-to-Face Visit". If Home Visits or Face-to-Face Visits are not possible due to clinical reasons and /or safety reasons, then the case manager is required to document the reason in Veteran's medical record (CPRS). Phone contacts, while an acceptable way to communicate with a Veteran, are not considered visits in meeting the minimum monthly "visit" requirements. As per VA policy, Home Visits are required. The minimum frequency of Home Visits per month will be based on acuity level (See Attachment 1 for details for acuity). For example, Veteran is deemed level 3 acuity, a minimum of one face to face meeting per week is required. Contractor will work with SFVA Liaison to review acuity levels to determine frequency of contacts required per month. Acuity levels should be updated as needed but at minimum Quarterly with VA Liaison and Contractor.
5. Maintain professional boundaries with Veteran. Contractor staff shall under no circumstances engage in sexual activities or sexual contact with Veterans or their family members, whether such contact is consensual or forced. Contractor shall under no circumstances take unfair advantage of any professional relationship or exploit Veteran clients or their family members to further their personal, religious, political, or business interests. There will be no exchange of money between Contractor and Veteran. Contractor staff shall not engage in dual or multiple relationships with Veterans or their family members in which there is a risk of exploitation or potential harm to the Veteran or Veteran family. Contractor is responsible for taking steps to protect Veterans and their family members and is responsible for setting clear, appropriate, and culturally sensitive boundaries.
6. Coordinate with SFVA Liaison during weekly case conferences regarding updates and changes in Veterans' care plans to foster a collaborative relationship with the SFVA and Contractor in meeting Veterans' needs. Case conferencing may be done in person or by telephone conference calls as determined by the SFVA Liaison.
7. Provide monthly case status data with updated case load tracking sheet and other Veteran data tracking information as requested by SFVA Liaison to include but not limited to number of Veterans served, number of Veterans discharged, number of Veterans admitted, number of Veterans housed, number of Veterans that lost housing, etc.
8. Document case management activities as soon as they occur, but no longer than 72 hours in VA Medical Record (CPRS).
9. Document in HOMES within timeline as per VA HUD VASH policy (see HUD VASH policy Number 719)
10. Contract staff will read and reply to VA emails on a daily basis.

11. Contractor will work in close collaboration with VA HUD-VASH program staff to ensure Veterans' connections to needed VA medical, mental health, and substance abuse treatment and care.
12. Contractor will take primary responsibility for assisting Veterans in completing public housing authority (PHA) Section 8 application and other benefits paperwork as needed.
13. Contractor will assist Veterans in obtaining the needed documentation required by the PHA to include but not limited to, birth certificates, driver's license, income verification and any additional information required by housing authority and or potential landlord.
14. Contractor will accompany Veterans to voucher session briefings, medical appointments, and other appointments as needed while working with Veterans to foster independence and a sense of self-determination.
15. Contractor will provide hands on assistance to enable Veteran to find suitable housing, including but not limited to transporting Veteran around neighborhoods to locate vacant apartments; helping Veterans do online housing searches if locally available; advocating with potential landlords; assisting Veterans with obtaining necessary furniture and household items to establish a household.
16. Contractor will provide life skills education and support to Veterans, including but not limited to:
 - a. Budgeting
 - b. Apartment maintenance (cleanliness, safety, minor repairs, etc.)
 - c. How to be a good neighbor/tenant
 - d. Mental Health Wellness Self-Management / mental health recovery living skills (if applicable)
 - e. Relapse prevention (if applicable)
 - f. Healthy lifestyle/living
 - g. Community resources and how to access
 - h. Parenting/family living skills (if applicable)
 - i. Family reunification and/or development of relevant social support networks
 - j. Recreation/Community Integration
 - k. Transportation resources
17. Contractor will provide transportation for Veterans to attend appointments at the VA, PHA, benefits agencies, meetings with landlords, etc. Transportation may include assistance in obtaining Clipper cards, bus fare, or subsidized transportation services, etc.
18. Contractor will advocate with potential landlords on behalf of the Veteran. Contractor will advise any potential landlord that their agency will be following the Veteran once housed.
19. Contractor will assist Veteran in securing necessary funding for move in costs, including but not limited to accessing outside funding for deposits, utility deposits, and furnishings as well as budgeting for these items.
20. Contractor will assist Veteran in the establishment of utility services such as electricity, gas, water, etc.

21. Contractor will notify SFVA of any negative incident occurring with Veteran within 1 (one) working hour of being aware of the incident. Contractor will complete a written incident report within 8 working hours of notification, which may include VA Report of Contact documentation. Incidents include but are not limited to: death, fire, drug / police raid, suicide / suicide attempt, 911 call (police / fire dept. / paramedics / other), severe medical illness / emergency, severe psychiatric illness / emergency, sexual assault, act of violence by Veteran against other(s), abusive behavior by Veteran against staff, act of violence by other(s) against Veteran, abusive behavior by staff against veteran, accident, medication problems or adverse drug reactions, or other untoward events.
22. Contractor will attend all subsequent meetings between the Veteran and the housing authority including annual certifications, interim appointments, and any other requests as needed to maintain voucher.
23. Veterans will be discharged from the case management portion of HUD-VASH upon successful community reintegration. This is also referred to as "graduation." All discharges / graduation from case management must be approved by the SFVA HUD-VASH Liaison. Veteran discharge from case management may be contingent upon the PHA's ability to supply a regular Section 8 Housing Choice voucher for the veteran.
24. Contractor will be staffed by the following:
 - a. A minimum of .5 full time equivalent Licensed Clinical Social Worker on staff in the contract local service area. Schedule must permit 24-hour supervision of case management personnel for the purposes of clinical oversight, documentation and crisis management. The Licensed Clinical Social Worker Supervisor must be available for team conferences. In addition, he/she must supervise any non-clinical/non-licensed Contractor staff providing related supportive services to Veterans to ensure quality of care, such as peer support specialists, vocational services counselors, etc.
 - b. A minimal of 6.5 staff members total. A minimum of 3.5 FTE Licensed Clinical Social Workers, including a Supervisor and 3.0 FTE MSW staff members, will become licensed within 3 years of employment with Contractor, if are not currently licensed.
25. Contractor will agree to:
 - a. Security/background investigation via NACI (National Agency Check with Written Inquiries) and a SAC (Special Agreement Check) which includes electronic fingerprinting for all contracted staff working with Veterans.
 - b. Without Compensation (WOC) status for case managers and their supervisor at the VA for documentation purposes
 - c. Enter information into the VA Homeless Operations Management and Evaluation System (HOMES)

- d. All contractor employees and subcontractors under this contract or order are required to complete VA's on-line Information Security and Privacy combined Awareness Training Course and the Privacy Policy Awareness Training Course annually. The Privacy Awareness Training requirement may be fulfilled under additional privacy awareness training options. Contractors must provide signed certifications of completion to the COR during each year of the contract. This requirement is in addition to any other training that may be required of the contractor and subcontractor(s).
 - e. All contractor employees will abide by all San Francisco VA Health Care System and Social Work Service policies pertaining but not limited to clinical documentation, Talent Management System (TMS), performance requirements, SWS productivity standards, VA customer service standards (ICARE), and any additional trainings /meetings determined by VA Liaison.
 - f. Contract staff will read VA emails each working day and respond to the emails within 48 hours
26. Contractor will ensure that sufficient staff is available to provide the documented needs of the Veterans as well as the ability to make home visits consistent with treatment plans and the needs of the Veteran. Caseloads will be determined by the Contract Supervisor in collaboration with VA Liaison based on the following factors:
- Veteran acuity (see attachment) , e.g., vulnerabilities and risks regarding physical health, mental health, substance use, history of homelessness, and trauma
 - HUD voucher allocations
27. Contractor will ensure consistency of case management services to enhance staff ability to engage and form relationships with Veterans and provide consistent and highly skilled interventions.
28. Contractor will have policies and procedures in place to ensure clients have access to resources and contact information in emergency situations, especially after hours, weekend and holiday periods.
29. Contractor will be subject to performance standards specified in the Quality Assurance Surveillance Plan and CPARS.
30. Confidentiality and Record keeping:
- a. Contractor protects printed and electronic files containing sensitive data in accordance with the provisions of the Privacy Act of 1974 and other applicable laws, Federal regulations, VA statutes and policy, and VHA policy. Incumbent protects the data from unauthorized release or from loss, alteration, or unauthorized deletion. Contractor follows applicable regulations and instructions regarding access to computerized files, release of access codes, etc.
 - b. Contractor uses word processing software to execute several office automation functions such as storing and retrieving electronic documents and files; activating printers; inserting and deleting text, formatting letters, reports, and memoranda; and transmitting and receiving e- mail.

- c. The Contractor shall maintain clinical records and documentation on all contacts with Veteran. Records must be kept in a secure locked environment. Documentation and records storage must comply with and satisfy standards and procedures as determined by local VAMC.
- 31. Contractor will use word processing software to execute several office automation functions such as storing and retrieving electronic documents and files; activating printers; inserting and deleting text, formatting letters, reports, and memoranda; and transmitting and receiving e-mail.
- 32. Contractor will have general liability insurance coverage of \$5 Million to \$10 Million to cover employee malfeasance.

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY GENERAL

Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

- a. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.
- b. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.
- c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.
- d. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.
- e. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

VA INFORMATION CUSTODIAL LANGUAGE

- 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 onsite 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 1600.01, 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. Each risk analysis shall address all relevant information concerning the data breach, including the following:
 - Nature of the event (loss, theft, unauthorized access);
 - Description of the event, including:
 - date of occurrence;
 - data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
 - Number of individuals affected or potentially affected;
 - Names of individuals or groups affected or potentially affected;
 - 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;
 - Amount of time the data has been out of VA control;
 - The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);

- Known misuses of data containing sensitive personal information, if any;
- Assessment of the potential harm to the affected individuals;
- Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and
- Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

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

CONTRACTOR PERSONNEL SECURITY REQUIREMENTS:

All contractor employees who require access to the Department of Veterans Affairs' computer systems shall be the subject of a background investigation and must receive a favorable adjudication from the VA Office of Security and Law Enforcement / Security and Investigation Center (SIC). This requirement is applicable to subcontractor personnel requiring the same access. Contractor employees cannot have access to VA computer systems until the background investigation process has been initiated. The investigation is not considered initiated until the contract employee submits his/her completed package to the SIC. If the investigation is not completed prior to the start date of the contract, the contractor will be responsible for the actions of those individuals they provide to perform work for the VA.

- a. The position sensitivity for this task order has been designated as Low Risk.
- b. The level of background investigation commensurate with the required level of access is a National Agency Check w/written Inquires (NACI).
- c. Within five (5) business days after award, the contractor shall complete Background Investigation List, which contains a full and complete list of names, Social Security Numbers, and home addresses of contractor personnel. Please submit the information using the attached MS Excel template.

NOTE: The contractor is responsible for updating the background investigation template as personnel are added to the contract. The contractor must submit the updated template to the

Contracting Officer within five (5) business days after the added personnel are approved by the VA PM and COR.

- d. After submitting the initial or updated template the contractor personnel will follow the instructions for the basis credentialing process. See attached VAMC Process and Security Background Form.
- e. The contractor shall bear the expense of obtaining background investigations. If the investigation is conducted by the Office of Personnel Management (OPM), the VA facility will pay for the investigations in advance. In these instances, the contractor shall reimburse the VA facility within 30 days.
- f. The contractor shall prescreen all personnel requiring access to the computer systems to ensure they are legally in the USA and have a legal right to work using E-Verify at: <http://www.uscis.gov/portal/site/uscis>

The contractor shall also test potential employees that they are able to read, write, speak and understand the English language.

TRAINING

- a. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:
- b. Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, relating to access to VA information and information systems;
- c. Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;
- d. Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
- e. Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]
- f. The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.
- g. 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.

SUBSTITUTION OF PERSONNEL

- a. The contractor shall utilize the personnel named in its quotation to perform the services required under this contract. In the event that any of the personnel named in the quotation are unable to perform the duties of this task order, for any reason such as death, illness, resignation from the contractor's employment, the contractor shall promptly submit to the Contracting Officer and COR, in writing, a detailed explanation of the circumstances necessitating the substitution. The contractor shall submit to Contracting Officer and COR a resume for the proposed substitute, and any other information that may be needed to approve or disapprove the proposed substitution. Any substitution of personnel will occur without any increase to the contract price and without delay in the performance or delivery of services to the Government.
- b. The Government shall have the right to require replacement of any contractor or subcontractor employee assigned to work on this contract, if the employee is determined not to possess the experience or ability required under the contract, or if said employee is for any other reason found to be unsuitable to perform the work required by the contract. The replacement must meet the Support Personnel requirements stated in the RFQ. Any substitution of personnel will occur without any increase to the contract price and without delay in the performance or delivery of services to the Government.

ATTACHMENT 1

HUD-VASH ACUITY ASSESSMENT

Instructions:

- Please choose the appropriate level of functioning in each area (1-3),
- Total the Acuity Score
- Include Preference Score and include in Grand Total

Categories SVA CORE	Mild- Stable 1	Moderate 2	Severe-Crisis 3	SVA CORE
HOUSING	Housed from 6 months to 1 year without lease violations. Able to do complete annual recertification with minimal assistance.	Housed less than 6 months. Needs assistance with lease adherence and with annual recertification process.	Homeless with or without voucher or housed, but in eviction process.	
MENTAL HEALTH	Has MH diagnosis, symptoms that minimally interfere with functioning, compliant with treatment or no MH dx	Has MH diagnosis, is connected to services, needs monitoring for compliant with treatment	Chronic mental illness without treatment, refusing or non-complaint with tx. Severe MH symptoms leading to frequent hospitalizations, frequent interpersonal conflicts, hoarding, cluttering, lease violations, suicide attempts, etc.	
SUBSTANCE USE	No use, maintaining sobriety or use without harm	Hx of SUD, sobriety or use but in treatment; At risk for relapse	Risky and unsafe behaviors due to active use and no desire for recovery.	
PHYSICAL HEALTH	No urgent medical issues or has medical issues and connected to Primary Care	Chronic health problems but in treatment and needs monitoring and assistance	Terminal illness, chronic illness @ imminent and acute risk, resulting in frequent ER trips – minimal or non-compliant with treatment	
FINANCES	Stable source of income over \$1500	Income is between \$851 - \$1,500	Income is 0 - \$850, or at risk of loss of income/benefit	
ACUITY SVA CORE:				
PREFERENCE SVA CORE			Homeless Senior (65+) (+1) Female (+1) Veteran with Dependent (+1)	
GRAND TOTAL:				

ACUITY RANKING -

Level 1: Score 5-8
Level 2: Score 9-11
Level 3: Score 12-18

Level 1 = Quarterly home visits (Monitor Status, should be preparing for graduation)

Level 2= At least one monthly visit in home

Level 3 = More than once a month (minimal of weekly face-to-face visits, with a minimal of 2 of those visits being in the home per month)

The expectations for case management visits are as follows:

- High Acuity: A minimum of weekly face to face visits, with a minimum of two per month being with the case manager and in the Veteran's home (if housed)
- Medium Acuity: A minimum of one face to face visit per month, if Veteran is housed, one home visit per month.
- Low Acuity: A minimum of one home visit quarterly with monthly phone calls, documenting Veteran's status for graduation and expected graduation date.