

HOMELESS MEDICAL RESPITE

Bay Pines VA Healthcare System Statement of Work

I. Background

The Department of Veterans Affairs Bay Pines VA Healthcare System (BPVAHCS) has identified a need for medical respite for the homeless Veteran population. The intent of this Statement of Work (SOW) is for VA medical centers to engage community provider(s) to offer homeless Veterans short-term medical respite.

II. Objective

The identified need is for three (3) reserved beds located within a homeless shelter in Pinellas County Florida. This service will include: 24-hour shelter with sleeping and shower facilities, three daily meals, and case management services. The care is designed for homeless Veterans needing temporary shelter after being discharged from an acute hospital setting and who are in need of minor post-hospitalization care, i.e. home health care, or in prevention of hospitalization. A Veteran using this service will be medically independent, will be able to perform all activities of daily living (ADL), and will not need personal assistance from homeless shelter staff. Costs associated with Veteran care will be determined by bed days of care per month.

III. Scope of Work

1. The Contractor shall offer 24-hour supervised environment to include a clean and safe setting, bath access, and three meals/day.
2. Each Veteran shall be furnished with a bed, pillow, sheets, pillow case, bath towel, blankets, and a place to store clothes.
3. The Contractor shall provide face-to-face check in on each shift (3 shifts per 24 hours) to ensure that the resident is alert, oriented, and not in distress. Shift reports shall be completed to ensure that the information about the resident's care is handed off from shift to shift.
4. Rehabilitative/Case management services including:
 - a. Assistance with alternative shelter once need for medical respite is completed.
 - b. Connecting veteran with SSA and/or VSO to assist in applying for disability.
 - c. Health and personal hygiene maintenance, including education, support, and supplies.
 - d. Assistance with transportation needs.
 - e. Collaborating with Bay Pines VA Social Worker for discharge planning purposes.
 - f. Supportive social service, in collaboration with case managers, VA, or other community resources.
 - g. Safe storage of medications for self-administration. The Contractor will be responsible for submitting related policies and procedures.

- h. Discharge planning shall begin at admission in collaboration with VA staff. All discharges will be handled therapeutically. Regardless of the reason for discharge, the same process will occur:
 - i. Veteran will be involved in the discharge planning process.
 - ii. Veteran will be provided with clear information regarding the discharge.
 - iii. Facility staff will assess Veteran for overall safety and take appropriate action if necessary.
 - iv. If the Veteran does not have a housing plan, Contractor staff will arrange for transitional or temporary housing in collaboration with Veteran and VA Social Work staff.
 - v. The facility staff will obtain the Veteran's forwarding address and/or contact phone number and supply to VA staff prior to discharge from respite bed.

5. The Contractor staff shall develop an individualized treatment plan with each Veteran, with goals reasonably expected to be accomplished within 14 days. Individualized treatment plans will reflect a recovery orientation that includes the Veteran's identification of his/her strengths, needs, abilities and preferences as well as the definition of treatment goals and steps to achievement. The plan will include time parameters and measurable objectives along with expected dates for review and revision.

6. Room Reservations:
 - a. Room reservations, room occupancy, and room payment will be on the following basis:
 - i. The contractor shall allow contacted rooms to be occupied only by specific individual referred by authorized personnel of the BPVAHCS. The VA will inform Contractor of each individuals name and expected arrival time.
 - ii. Services shall be performed twenty-four (24) hours per day, seven (7) days per week. The Contractor shall use check in and check out times established by BPVAHCS.
 - iii. Services shall be provided on all 10 Federal Holidays, observed by the Federal Government, plus any other day specifically declared by the President of the United States:

New Year's Day	Labor Day
Martin Luther King Jr Day	Columbus Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
 - b. The authorized dates and length of stay will be documented on the BPVHCS authorized sheets and faxed to the Contractor by authorized VA personnel, In the event that a VA referred occupant refuses to leave the room, the Contractor shall immediately notify authorized personnel at the VA of the situation.
 - c. In the event of a Veteran's death, the Contractor will notify the VA as soon as possible, but no longer than one hour, and the Contractor will safeguard and secure the Veteran's personal effects.

7. Documentation required by the Contractor:
 - a. The residential treatment setting must comply with the requirements of "Confidentiality of Certain Medical Records" (38 U.S.C 7332), and the "Confidentiality of Alcohol and Drug

Abuse Patients Records” (42 CFR, Part II) when appropriate, and shall be part of the contract. There will be no re-disclosure of patient information by the Contractor.

- b. All records will be maintained with such security and confidentiality as required, and will be made available on a need-to-know basis to appropriate VA staff members involved with the treatment program of the Veterans concerned.
- c. To protect Veteran identity, all email notifications and documents will be sent to the VA designee using a unique case number. No social security numbers or Veteran names may be sent via email.
- d. Essential identifying data relevant to the Veteran, including appropriate assessments and history of the Veteran’s homelessness.
- e. Data relevant to the Veteran’s admission and anticipated length of stay.
- f. An assessment will be completed upon intake documenting the reason for referral/chief complaint, basic demographic information, and pertinent personal and medical history.
- g. A Treatment Plan will be completed within 3 days of admission. Treatment Plan should identify a Veteran’s **S**trengths, **N**eeds, **A**bilities, and **P**references, including needs beyond scope of program, and referrals made for additional services. Goals should be developed with active participation from the Veteran and expressed in the words of the Veteran served. Goals should include a plan for more follow-up medical care. Objectives should be **S**pecific, **M**easurable, **A**ttainable, **R**ealistic, **T**imely, and reasonably expected to be accomplished within 14 days. Interventions should identify who is responsible for implementation, frequency/duration of intervention, and techniques/methods/services used. Treatment Plans should include identification of support systems including family/social/community (or reason for lack thereof).
- h. Treatment Plan updates shall occur weekly or more frequently if indicated, to include any changes in the Veteran’s goals and measures of movement toward rehabilitation goals.
- i. A Transition/Discharge Plan will be completed within 3 days of admission documenting the Veteran’s plans for discharge, support system, needed services, and referrals provided. This is a working document and should be updated as the Veteran prepares for discharge.
 - i. Within 3 days of discharge, a final summary will be completed on each Veteran who leaves the program. This will include a description of progress during the Veteran’s stay, reason for leaving, and specific follow-up contact information.
- j. Documentation shall reflect a minimum of weekly participation in individual case management meetings. In the event of missed meetings, documentation should reflect the reason for lack of participation and efforts to engage the Veteran, as appropriate.
- k. Language reflecting the quality of the discharge should read “Planned” or “Unplanned”.
- l. Documentation and/or reporting as requested by the Homeless Management Information System (HMIS).
- m. It is agreed that the VA may readily have access to all records concerning the Veteran’s care in the program. Upon discharge or death of the patient, records on all VA beneficiaries will be retained by the program for a period of at least three years following termination of care at the BPVAHCS expense.
- n. The facility shall complete shift reports to ensure that information about the resident’s care is handed off from shift to shift.

8. The Contractor shall be responsible for compliance with following VA policies and procedures regarding incident reporting.

- a. Adverse Events shall be defined as untoward incidents, therapeutic misadventures, iatrogenic injuries, or other adverse occurrences directly associated with care or

services provided. Adverse Events may result from acts of commission or omission. All adverse events require reporting and review; however, the level of review and required timeframe of reporting is determined by the type of adverse event.

- b. Close Calls shall be defined as an event or situation that could have resulted in an Adverse Event but did not, either by chance or through timely intervention. Such events have also been referred to as “near miss” incidents. Close Calls are opportunities for learning and afford the chance to develop preventive strategies and actions. They receive the same level of scrutiny as Adverse Events that result in actual injury.
- c. Intentionally unsafe acts, as they pertain to patients, are defined as any events that result from a criminal act, a purposefully unsafe act, an act related to alcohol or substance abuse by an impaired provider and/or staff, or events involving alleged or suspected patient abuse of any kind.
- d. Critical Adverse Events shall be defined as (1) sentinel events as defined by The Joint Commission, which are unexpected occurrences involving death or serious physical or psychological injury or risk thereof; (2) fire; (3) police/drug raid; (4) abduction of a Veteran; (5) homicide involving a Veteran; (6) suicide or suicide attempt; (7) alleged sexual assault of a Veteran, to include rape; (8) media events involving inquiries about VA; (9) evacuation/relocation of residents; (10) the filing or attempted filing of a missing person report with law enforcement.
 - i. At the time of a Critical Adverse Event, the staff at the contract facility will take immediate action to ensure the safety of the patient(s). If an event has the potential to place other patients, employees, or visitors at risk, staff at the contract facility must act immediately to contain the situation and safeguard those at risk.
 - ii. Critical Adverse Events shall be verbally reported by phone to the VA Liaison or representative as soon as possible, no later than one hour from the time of the contract staff learning of the incident. Receipt of a voicemail will not be an acceptable substitution for the verbal notification requirement.
 - iii. Critical Adverse Events occurring after normal business hours shall be reported to the Administrator on Duty (AOD) by phone at (727) 410-7925 as soon as possible, no later than one hour from the time of the contract staff learning of the incident.
 - iv. A written incident report shall be filed as soon as possible on the same calendar day of the required verbal notification, either by fax or encrypted email. The filing of an incident report to the VA shall not preclude the contract facility from reporting incidents appropriately to law enforcement, regulatory agencies, nor following its internal reporting procedures. Incident reports will include the following: name(s) of the individuals involved, date/time of incident, description of incident, corrective action initiated (if warranted), report number and contact information of any law enforcement involvement with the incident.
- e. Non-Critical Adverse Incidents shall be defined as (1) medication errors, including missing narcotic medication and excluding the withholding of medication when a Veteran is under the influence of alcohol or illicit substances; (2) acts of violence or abuse involving individuals at the facility; (3) missing patients who are defined as high risk and who remain missing after a full search is made of the facility and grounds; (4) significant clinical incidents/outcomes negatively affecting a group/cohort of Veterans; (5) all other adverse events, close calls, or intentionally unsafe acts not otherwise specified.
 - i. Non-critical Adverse Events shall be reported by phone to the VA Liaison or representative on the date of the event.

- ii. Non-critical Adverse Events occurring after normal business hours shall be reported by the following business day no later than 10:00 am.
- iii. Non-critical Adverse Events occurring after normal business hours shall be reported by the following business day no later than 10:00 am.
- iv. The filing of an incident report to the VA shall not preclude the contract facility from reporting incidents appropriately to law enforcement, regulatory agencies, nor following its internal reporting procedures. Incident reports will include the following: name(s) of the individuals involved, date/time of incident, description of incident, corrective action initiated (if warranted), report number and contact information of any law enforcement involvement with the incident.

9. Payment:

- a. Per Diem will be paid for the day of admission or the day of discharge from the program, but not for both.
- b. If a Veteran is admitted to and discharged on the same calendar day, payment will be made for one day.
- c. Payments made under the terms of the contract will constitute the total cost of residential care. The Contractor agrees that no additional charges will be billed to the beneficiary or his/her family, either by the residential treatment setting or any third party furnishing services or supplies required for such care. Veterans will not be billed for treatment services.
- d. Payment for the Residential Care Program will be made on a monthly basis for services rendered. Should a Veteran referred be absent in an unauthorized manner, payment for services for that Veteran may be continued for a period of 2 days, provided there is an active outreach attempt on the part of the Residential Care Program staff to return the Veteran to the Residential Care Program and a strong likelihood that the Veteran will return. Veteran absences from the Residential Care Program in excess of 48 hours will not be reimbursable, except with the prior approval of the VA Liaison, Homeless Program Coordinator, or designee.
- e. Admission, discharges, and unauthorized absences should be reported to the VA Liaison or designee by the close of business on the day of the event. If the event occurs overnight, the VA Liaison or designee should be notified the following morning. If the event occurs on a weekend, notification shall take place by 10:00 am Monday morning.
- f. Monthly invoices and any necessary justification documents shall be received no later than the fifteenth calendar day of the subsequent month.

10. The Medical Respite contractor shall ensure facility meets all applicable life/safety codes and other standards/compliance requirements as determined by VA. These include:

- a. Adherence to Standards of the Life Safety Code (National Fire Protection Association (NFPA) #101)
- b. Possession of applicable City, State and Federal licenses for residential settings providing substance use treatment and mental health treatment;
- c. Acquisition of liability insurance;
- d. Adherence to the Privacy Act: The notification and contract clauses entitled "Privacy Act Notification" as specified in Federal Acquisition Regulation (FAR) 52.224-1 and 52.224-2 is included with this contract.

11. The Medical Respite contractor shall allow VA staff to inspect the facility and/or review Veteran participant treatment protocols at any time determined necessary by VA.

12. The Medical Respite contractor shall ensure that transportation is available for Veterans to attend medical appointments and address other care needs. Transportation may include public

conveyances such as buses. To ensure timely transport for Veterans to medical appointments, the contractor's facility shall be within 15 miles of the C.W. Bill Young VA Medical Center and situated within reasonable walking distance to the local bus routes.

13. 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. The contractor or subcontractor must notify the Contracting Officer immediately when an employee 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.

14. VA Information Custodial Language:

- a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).
- b. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on-site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.
- c. Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, applicable VA Records Control Schedules, and VA Handbook 6500.1, *Electronic Media Sanitization*. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.
- d. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the

contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

- e. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.
- f. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.
- g. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, *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. 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.
- j. 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.
- k. 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.

15. 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.

16. Liquidated Damages for Data Breach:

- a. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.
- b. The contractor/subcontractor shall provide notice to VA of a "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.
- c. Each risk analysis shall address all relevant information concerning the data breach, including the following:
 - i. Nature of the event (loss, theft, unauthorized access);
 - ii. Description of the event, including:
 - 1. Date of occurrence;
 - 2. Data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;

- iii. Number of individuals affected or potentially affected;
 - iv. Names of individuals or groups affected or potentially affected;
 - v. 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;
 - vi. Amount of time the data has been out of VA control;
 - vii. The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
 - viii. Known misuses of data containing sensitive personal information, if any;
 - ix. Assessment of the potential harm to the affected individuals;
 - x. Data breach analysis as outlined in 6500.2 Handbook, *Management of Security and Privacy Incidents*, as appropriate; and
 - xi. Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.
- d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:
- i. Notification;
 - ii. One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
 - iii. Data breach analysis;
 - iv. Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
 - v. One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
 - vi. Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

17. Security Controls Compliance Testing:

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

18. Training

- a. All contractor employees and subcontractor employees requiring access to VA information shall complete the following before being granted access to VA information:
 - i. Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the *Contractor Rules of Behavior*, Appendix E relating to access to VA information.
 - ii. Successfully complete appropriate privacy training on hire and annually, including HIPPA, Information Security Awareness, and Rules of Behavior.

1. The contractor shall provide to the contracting officer and/or the COR a copy of the training documents to ensure required elements are addressed.
2. Contractor Rules of Behavior, privacy, and security training for each applicable employee must be completed within 1 week of the initiation of the contract and annually thereafter, as required.
3. 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.

IV. Location of Performance

Work shall be performed at the contractor's facilities. Government furnished workspace will not be provided for this effort.

V. Contract Type – Indefinite Delivery-Indefinite Quantity (IDIQ)