

Statement of Work
Charlie Norwood VA Medical Center (Uptown & Downtown Campuses)
Augusta Georgia
Dental Laboratory Services

1. General

1.1. Services:

This statement of work describes the requirements for dental laboratory services for the Uptown and Downtown Division of the Charlie Norwood VA Medical Center (CNVAMC), Augusta, Georgia.

1.2. Period of Performance:

This is for a one year base contract with the possibility of four one year option periods. The base year period of performance is **1 April 2018 – 31 March 2019**, or date of award.

Base Year	April 1, 2018 through March 31, 2019
Option Year 1	April 1, 2019 through March 31, 2020
Option Year 2	April 1, 2020 through March 31, 2021
Option Year 3	April 1, 2021 through March 31, 2022
Option Year 4	April 1, 2022 through March 31, 2023

1.3 Place Performance:

Charlie Norwood VA Medical Center
1 Freedom Way
Augusta, GA 30904

1.4 Background:

This statement of work describes the requirements for dental laboratory services for the Uptown and Downtown Division of the Charlie Norwood VA Medical Center (CNVAMC), Augusta, Georgia. The CNVAMC currently has a requirement for a dental laboratory to provide a variety of dental needs and prosthesis, such as but not limited to, complete dentures, removable partial dentures, fixed partial dentures, crowns, and dental implant prosthesis. The requirement is for estimated quantities which may change based on actual need to support patient care, historically, the facility has used quantities up to but has not exceeded the requested amounts.

Past performance shows the below workload for a one-year period.

- Dentures and Partial = 506

- Denture Repairs = 198
- Custom Abutment = 236
- Crown and Bridge = 746
- Occlusal Spints = 126

1.5 Acronyms and Definition:

1.5.1.1. C&A – Certification and Accreditation

1.5.1.2. CFR – Code of Federal Regulations

1.5.1.3. CNVAMC – Charlie Norwood VA Medical Center

1.5.1.4. COR – Contracting Officer’s Representative

1.5.1.5. EST – Eastern Standard Time

1.5.1.6. FPD – Fixed Partial Denture

1.5.1.7. ISO – Information Security Officer

1.5.1.8. NADL – National Association of Dental Laboratories

1.5.1.9. PFM - Porcelain Fused Metal

1.5.1.10. PII – Personally Identifiable Information

1.5.1.11. PIV – Personal Identification Verification

1.5.1.12. QASP – Quality Assurance Surveillance Plan

1.5.1.13. TMIPN - Trade Mark Interpenetrating Polymer Network

1.5.1.14. VA – Veterans Affairs or Department of Veterans Affairs

1.5.1.15. VHA – Veterans Health Administration

1.5.2. Publications:

1.5.2.1. VA Handbook 6500.1

1.5.2.2. VA Handbook 6500.2

2. Personnel

2.1. Key Personnel:

Name	Position	License / Certification /Experience	Percentage of Work Under Contract

3. Hours of Operation:

3.1. Business Hours

The CNVAMC Dental Clinic business hours are 7:30a.m. – 4:30p.m., Monday – Friday, excluding Federal Holidays.

Federal Holidays

New Year's Day	January 1 st
Martin Luther King's Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	November 11 th
Thanksgiving Day	Last Thursday in November
Christmas Day	December 25 th

3.1.2. Work schedule

The Contractor shall furnish dental prosthesis and other dental items during normal business hours of 7:30a.m. – 4:30p.m., Monday – Friday, excluding Federal Holidays to meet delivery requirements for non-emergent requests submitted by the government.

4. Government Responsibilities:

4.1.1. A Contracting Officer Representative (COR) will be designated, and is responsible for local contract administration issues such as ordering and providing specific delivery instructions. A letter of delegation that outlines the COR's specific responsibilities will be provided to the contractor at the time of contract award.

4.1.2. The government ensures proper and timely submission of orders to allow Contractor to meet required delivery date will provide a list to the Contractor of approved individuals who have authority to place orders against the awarded contract.

4.1.4. The government will provide a list of approved individuals who have the authority to receive and sign for the goods being delivered.

5. Contractor Performance Requirements and Responsibilities:

5.1.1. The contractor shall furnish, Monday through Friday between the hours of 7:30 a.m. and 4:30 p.m. local time (Eastern Standard Time – EST), all labor, transportation, materials, general dental laboratory tools, equipment and supervision required to provide dental prostheses to the Charlie Norwood VA Medical Center Dental Services, One Freedom Way (233U), Augusta, GA 30904.

5.1.2 The contractor shall fabricate dental prostheses items in strict accordance with the dental laboratory order for the fabrication of dental prostheses, which shall include but not be limited to the following: all laboratory fabrication aspects of complete dentures, removable partial dentures, fixed partial dentures and crowns, and dental implant prosthesis. **They must be made locally and not be shipped out of country for fabrication.**

5.1.3 The quantities are estimates of the facility's annual requirements. The Contractor is required to perform at the minimum levels reported as past performance in paragraph 1.4 (Background).

5.1.4 There is no express or implied guarantee that these quantities will be purchased. The base contract period shall be **1 April 2018 through 31 March 2018**. The contract awarded shall include four (4) one-year option periods.

5.1.5 The Contractor shall provide same-day service within six (6) hours of verbal notification from the Government of need. To ensure compliance, contractors and subcontractors are required to be within a 20-mile radius of CNVAMC which allows for the timely pick up and return of dental prostheses within the six (6) hour timeframe.

5.1.6 The Contractor shall comply with the below identified turnaround time for all non-emergent dental prosthetic items:

a. Twenty-four hours:

1. Complete and Removable Partial Denture, acrylic resin repairs
2. Complete and Removable Partial Denture, tooth additions/repairs
3. Removable Partial Denture, clasp repair/replacement and wrought wire clasp retained by acrylic resin
4. Custom impression trays
5. Custom impression trays, altered cast impression
6. Poured Impressions
7. Articulation of cast
8. Cast duplications
9. Fluoride application tray
10. Occlusal nite-guard, vacuiform

b. Forty-eight hours:

1. Complete and Removable Partial Denture, relines
2. Complete and Removable Partial Dentures, rebase
3. Complete and Removable Partial Denture, record bases and occlusion rims
4. Complete and Removable Partial Denture, record bases and occlusion rims, stabilized/processed
5. Transitional Removable Partial Denture, processed
6. Post and Core, cast
7. Solder Connectors
8. Fixed Partial Denture (FPD) crown working casts

c. Three Working Days:

1. Implant Fixed Partial Denture, veneer application
2. Surgical Stents, processed
3. Diagnostic wax-up, four teeth or less
4. Tooth Rearrangements, Complete and Removable Partial Dentures
5. Fixed Partial Denture, framework
6. Implant Fixed Bar
7. Porcelain to metal crowns

d. Five Working Days:

1. Complete and Removable Partial Denture, process acrylic resin
2. Obturator, process acrylic resin
3. Removable Partial Denture, framework
4. Porcelain butt margin crowns
5. Surveyed Crowns
6. Crowns, to fix existing Removable Partial Denture
7. Tooth Arrangements, Complete and Removable Partial Dentures
8. FPD/crown fabrication or veneer application
9. Occlusal nite-guard, processed acrylic resin
10. All ceramic restorations
11. Diagnostic wax-up, five teeth or more

e. Eight Working Days:

1. Removable Partial Denture, framework w/incorporated occlusion
2. Fixed Partial Denture, eight units and over
3. Implant Bar with acrylic resin base

f. **Ten Working Days:** Attachment Prosthesis

5.1.7. The Contractor shall ensure the following materials shall be used in the fabrication of dental prostheses (name brand or equivalent only):

a. Complete Dentures/Removable Partial Dentures:

- Lucitone 199 acrylic resin or equivalent
- Coelor coloration or equivalent
- Occlusal Scheme:
- Monoplane, linear
- Anatomic, full balanced
- Lingualized, linear
- 33 */monoplane
- 30 *rational
- Tooth Material:
- Trybyte TMIPN or equivalent

b. Fixed Partial Denture/Crown:

- Gold: Harmony hard or equivalent (noble metal)
- Noble allow for PFM restorations: Olympia or equivalent

c. Neutrocentric:

- 0o flat plan

d. Implant Systems:

- Nobel Biocare or equivalent
- 3i Systems or equivalent
- Means degrees

5.1.8. The contractor shall provide the VA Dental Service with authorization and order forms.

5.1.9. The contractor shall pick-up from and deliver to the VA Dental Service once daily, Monday through Friday.

5.1.10. Any questions or clarifications the Contractor has shall be addressed to the specific dental care provider at the CNVAMC Dental Service *regarding any specific* laboratory order.

5.1.11. Contractor shall ensure all pick-up and drop-offs of dental prostheses are completed in accordance with the scheduled patient appointments to ensure availability of the needed dental prostheses to avoid cancelling or rescheduling patient appointments.

5.1.12. The Contractor and the CNVAMC Dental Service shall agree to a pick-up and delivery that correlates to the requirement identified in paragraph 5.1.9. at the time requests are made.

5.1.13. The Contractor shall notify the Contracting Officer of any proposed changes in sub-contracted *dental laboratories and have prior written approval* (by the Contracting Officer) before any changes are implemented. The contractor shall absorb any increase in charges as a result of any changes in sub-contracted laboratories.

5.1.14. The Contractor shall provide to the COR a point of contact to be used by CNVAMC Dental Service to inquire about specific dental laboratory orders.

6. Qualifications, Licenses, and Inspections:

6.1.1. The Contractor and all subcontractors facilities shall have all licenses, permits, and certifications as required by local and state authorities.

6.1.2. The Contractor shall be certified by the National Association of Dental Laboratories (NADL).

7. Quality of Work:

7.1.1. Communication between the Contractor and the Government is important to maintain and coordinate the quality assurance aspects of this contract.

7.1.2. The Contractor will follow the prescription and the prostheses will be evaluated using the Dental Laboratory Evaluation Form Fixed Prosthesis (Attachment A).

7.1.3. The Contractor is responsible for any remakes required if it is found that any laboratory items are evaluated at a zero (0) rating in any category, deemed not compliant, or determined not clinically acceptable based on the Dental Laboratory Evaluation Form Fixed Prostheses. The Contractor shall absorb all costs associated with any remakes that are required.

7.1.4. The COR will notify the vendor in writing on a monthly basis of any issues concerning quality complaints of dental laboratory items providing detailed information for the vendor to correct identified discrepancies.

ATTACHMENT A

CHARLIE NORWOOD VA MEDICAL CENTER DENTAL SERVICE

**DENTAL LABORATORY EVALUATION FORM
FIXED PROSTHESIS**

Dental Lab Name _____

Dentist _____

Patient Name _____

Appliance _____

Date Sent _____ Date Received _____

	Outstanding	Better	Good	Fair	Substantial Adjustment	Remake*
	5	4	3	2	1	0
RX Followed						
Margins						
Contour						
Contacts						
Other tooth form						
Shade						
Occlusion						
Finish						
Other						
Timeliness-Delivery						

*Please explain reason for remakes.

Comments: Provide all input that will be of value in assessing quality of dental laboratory service

8. Quality Assurance Surveillance Plan (QASP):

Task	ID	Indicator	Standard	Acceptable Quality Level (AQL)	Method of Surveillance	Incentive
Clinical Information Return	1	Prescription to be followed by laboratory	Laboratory to call dentist if prescription is unclear or if changes are needed	90%	Dental Laboratory Evaluation Form Valid complaints that exceed 2% per year may be cause for contract termination	Successful past performance, exercise option years, and avoid contract termination.
Access	2	All dental patients must receive care in a timely manner	Cases must be picked up from the VAMC daily	90%	Dental Laboratory Evaluation Form Valid complaints that exceed 2% per year may be cause for contract termination	Successful past performance, exercise option years, and avoid contract termination.
Quality Care	3	Quality of laboratory work returned to VAMC	Cases must meet providers standard of clinical acceptability	100%	Dental Laboratory Evaluation Form Valid complaints that exceed 2% per year may be cause for contract termination	Successful past performance, exercise option years, and avoid contract termination.
Patient Safety	4	Metals used in prosthesis must be safe for patients	Metal content of the prosthesis must be certified by the laboratory	100%	Documentation on the lab slip returned to the VAMC of metal used in prosthesis Valid complaints that exceed 2% per year may be cause for contract termination	Successful past performance, exercise option years, and avoid contract termination.

9. Invoicing:

9.1.1. Payment will be made **monthly/weekly** in arrears upon receipt of a properly prepared detailed invoice and validated by the COR. Invoices must be sent electronically through OB10 Payment System in Austin, Texas.

9.1.2. A properly prepared invoice shall contain:

- Invoice Number and Date services were provided
- Contractor's Name and Address
- Accurate Purchase Order Number
- Description of Supply or Service provided
- Total amount due

10. Special Contract Requirements

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 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.

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).

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 comply with VA directive requirements.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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:

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.

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.

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.

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:

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.

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.

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-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.

Training:

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:

Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the *Contractor Rules of Behavior*, Appendix E relating to access to VA information and information systems;

Successfully complete the *VA Privacy and Information Security and Rules of Behavior*

training and annually complete required security training;

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

Successfully complete any additional information 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.]*

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.

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.