



DEPARTMENT OF VETERANS AFFAIRS
VETERANS HEALTH ADMINISTRATION
PERFORMANCE WORK STATEMENT

Access to Care Mystery Shopper Assessment (ACMSA)

March 12 2018

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1. GENERAL INFORMATION

The Veterans Health Administration (VHA) Office of Quality, Safety, and Value Product Effectiveness (PE) program office performs measurement assessments and analyses on specially selected health care programs, products, and processes to ensure they are effective and/or meet the needs of VHA stakeholders and ultimately provide business value to VHA.

Results from PE projects support VA stakeholders at the highest executive level of VA to measure these programs' effectiveness and make recommendations on improving their performance. PE findings are intended to be used to validate investment decisions, provide accountability, identify gaps and challenges, and support continuous improvement of VHA mission critical health information, health informatics, and internal process improvement projects. PE uses a rigorous process to conduct assessments which ultimately inform decision making by senior program leaders, top-level agency leadership, and members of Congress. These decisions have a direct impact on the success of the mission and most importantly on the provision of health care services to Veterans.

This contract supports the administration of the Access to Care Mystery Shopper Assessment (ACMSA). The following scope of work describes services required to support the goals and objectives of the PE organization.

2. CONTRACT SCOPE:

On behalf of the VHA PE program office, the ACMSA contract will conduct an assessment of VA medical facilities with the purpose of gaining a deeper understanding of the Veterans perspective of obtaining access to VA medical services in ways that are complimentary to existing measurement tools (e.g., patient surveys, metrics of waiting time for appointments). This will require the contractor to assemble a cadre of mystery shoppers and develop scripts and scenarios to assess the most common types of services requested by Veterans. The assessment is also intended to develop and operationalize a repeatable process for conducting mystery shopper assessments at all applicable VA Medical Centers enterprise-wide.

Objectives:

This will be a comprehensive assessment, consisting of multiple phases, with the following primary objectives:

1. Evaluate, from a Veterans perspective, access to VA clinical services and availability of appointments for both primary and specialty care services:
 - Understand the overall Veteran experience with obtaining same day services as well as with scheduling future appointments

- Assess the timeliness of obtaining appointments (e.g., is appointment made on the spot? Was Veteran sent to another clinic/department?)
 - Understand the variation in Veteran appointment requests placed over the phone and in-person. This includes direct appointments (e.g., primary care, mental health, womens health) as well as assessing the process for patients with referrals from primary care
 - Determine if services were offered for the dates/times requested
 - Assess wait times if services were not offered for dates/times requested (i.e. how many days/weeks after the requested date/time was the appointment scheduled)
 - Assess the process for how VA staff refer Veterans to self-referral (i.e., direct scheduling) clinics?
 - Evaluate what factors impact Veterans' ability to schedule same-day appointments (e.g., was Veteran misdirected to the wrong location/clinic?) as well as future appointments
 - Obtain sampling of Veterans' wait times to get routine, same day and urgent appointment requests scheduled
 - Evaluate the appropriateness of VA staff triaging and referring patients to specialty services based on need, e.g., a patient with an urgent need such as suspected skin cancer should obtain faster referral than a routine condition like eczema (various scenarios will need to be evaluated, e.g., referral from primary care, triaging at the VA medical facility call center). Understanding the business rules utilized at medical facilities and how they are administered across the enterprise will yield valuable information in terms of capacity issues and further pointers into internal controls.
 - Define various clinical scenarios for an appropriate demographic mix of Veterans
2. Assess the Veteran phone call experience
 - Understand the specific aspects of the call, e.g., number of rings before the phone was answered, number of times Veteran was placed on hold, number of times Veteran was disconnected
 3. Assess the customer service and wait time experience of going to a scheduled appointment
 - Assess the process for checking-in to an appointment as well as the interactions that take place at the conclusion of the appointment (e.g., scheduling of follow-up appointment)
 4. Assess policy, process, and business rule variations across different VA medical facilities

- Identify best practices observed (i.e., what can we learn from specific VA medical facilities?)
 - Assess variations from VA appointment scheduling policies
 - Evaluate the consistency by which same-day appointment requests are serviced by VA staff
 - Understand the Veteran experience when routed to community care provider services, when applicable
5. Develop actionable recommendations to improve, optimize, and standardize access to care
- Identify impacted staff, medical facilities, and stakeholders as well as level of effort (e.g., short-term, long-term, requires additional resources to implement, needs policy changes)
 - Develop a repeatable methodology that can be utilized to identify, categorize, and communicate recommendations for improvement at individual medical facilities as well as at the enterprise level

Data Collection Considerations

Sites to be assessed will be selected by the PE program office. Scripts developed for the assessment shall address a mix of Veteran demographic criteria (e.g., age, gender, race) and clinical scenarios.

This engagement requires the contractor to hire Veterans, who are at a minimum, eligible for VHA medical services, but preferable are receiving health care at the VHA. These Veterans shall follow various scripts developed by the contractor (in collaboration with the PE program office and any applicable VA subject matter experts) to either schedule appointments, or to attend appointments. Veteran participants in the assessment who attend appointments should only do so if the service is within their normal clinical care. For example, if the scenario is to include physical therapy (PT), the Veteran should need PT in their normal course of care.

The contractor shall develop a detailed evaluation plan that, at a minimum, will include:

1. Detailed objectives
2. Assessment data collection requirements, for example:
 - a. Sampling size calculations
 - a. Facility selection process considerations, i.e., VA facility characteristics to include in the assessment. For example, this may include facility complexity, type, scheduling configuration, perceived quality scores, and consults backlog
 - b. Defining what is in scope and out-of-scope
 - c. Veteran selection process

3. Detailed scripts, patient pathway scenarios, and anticipated outcomes, to include:
 - b. Defining typical patient contact scenarios
 - c. Patient eligibility type
 - d. Defining typical patient clinical appointment scenarios
 - e. Appointment type
 - f. Patient complexity/clinical triage scenarios
 - g. Appointment scenario criteria

Additional considerations include:

1. Data collection consistency
 - The same scripts shall be utilized at all sites included in the assessment to enable comparisons of the Veteran's experience across sites providing the same services to Veterans with similar conditions
 - Common scenarios that apply to most patients as they make their appointments shall be developed
 - Phone calls and in-person visits will be required multiple times for each clinic/call center to obtain better sampling data and assess site variability
 - A checklist shall be used to collect and aggregate data from assessment participants and also to show ranges and means for measures of access and other process items
2. Anonymity of VHA staff will be maintained
 - This is a quality assessment of the structural variation in the processes followed within the VHA system to gain a deeper understanding of what is working well and what issues need improvement, it is not an inspection of individual staff performance
 - No identifying information of VHA employees who come into contact with mystery shoppers shall be documented
3. Adherence to government policies
 - Since this assessment will require participation from existing Veterans who are eligible and enrolled in VA health care services, careful considerations will need to be made to ensure that all federal government policies and procedures are followed, for example:
 - HIPAA (Health Insurance Portability and Accountability Act of 1996) that provides data privacy and security provisions for safeguarding patient medical information

- The Paperwork Reduction Act (PRA) of 1995, which gives the Office of Management and Budget (OMB) authority over the collection of certain information by Federal agencies
- Notification and communication of assessment to applicable federal employee unions
- Rules and restrictions regarding the hiring and/or compensation of Veterans

Please note: The above are just some of the potential considerations that will be required for this assessment, and not a complete list.

Analysis of Results

Findings are to be presented iteratively at pre-defined intervals, to be identified in coordination with the PE program manager.

- Results shall, at a minimum, identify a summary of findings, key challenges, best practices, trends, correlations, statistical analysis, and recommendations for improvement.
- The results of the data collected for this assessment shall also be compared to internal business policies, practices and business rules to identify inconsistencies in operational effectiveness, training, organizational change management and optimization of the business process, expectations, measurements, and successes. Although many of these policies and business rules have already been collected by the PE program office, the contractor shall obtain a portion of these artifacts from selected VA medical facility and central office staff (with the assistance of the PE program manager).
- Results shall be compared to any similar assessments conducted in the private, state, or federal health care sectors. It is understood that this type of comparison will only be used for reference purposes since assessment objectives, methodologies, and sample sizes will most likely differ.

The contractor shall exercise critical thinking, perform deep analysis, provide comprehensive and detailed problem statements and hypothesis and articulate the messaging of salient information at an executive level which includes bottom line up front (BLUF) information in plain language from a business value perspective.

The ACMSA engagement shall be performed for PE in accordance with the quality measures in the contract Quality Assurance Surveillance Plan (QASP). This

engagement will be supported by project stakeholders and subject matter experts who are defined as a person or group who has a vested interest in the engagement subject matter, but who are not members of the PE program office. However, stakeholders do not have the authority to determine if engagement processes and deliverables are deemed satisfactory. PE is the customer of this contract and PE determines if deliverables are of acceptable quality, not the stakeholders.

Please note: Although findings from PE assessments may be used by the government to formulate recommendations which may inform decision making, contractor services shall not be used in performing work of a policy, decision-making, managerial nature, or used under any circumstances to aid in influencing or enacting legislation.

Phased Assessment

The ACMSA contract shall consist of three phases of data collection; each may consist of multiple sub-phases.

Phase 1 - Pilot assessment at a small number of number of medical facilities (three to five VA health care systems consisting one main facility and community based outpatient clinics) with varying facility characteristics. This phase shall be used to conduct due diligence, create a detailed evaluation plan, establish a cadre of mystery shoppers, collect data, compile interim findings and recommendations, and lessons learned for the next phase. The scenarios and scripts to be utilized for this phase will encompass routine and Urgent/Same day (i.e., “urgent” scenario designed to be medically concerning but asymptomatic, so as not to prompt a referral to an emergency department. For example, patient received a very high blood pressure reading at a pharmacy or health fair). Clinic types will include Primary Care, Mental Health, Women’s Health, and Physical Therapy. Data may be collected via phone calls as well as in-person visits. It is anticipated that appointments scheduled during this phase will be canceled, unless the assessment participant has a need to go to the appointment. The data collection methodology, timelines, and facility locations will be reviewed and coordinated with the PE program manager prior to initiation of data collection activities.

Phase 2 Will utilize lessons learned from phase 1 to revise the detailed evaluation plan; introduce additional patient complexity and clinical triage scenarios; and expand the assessment to more specialty clinics. This phase will also expand the assessment to an estimated 20-25 additional medical facilities. Data may be collected via phone calls as well as in-person visits. It is anticipated that appointments scheduled during this phase will be canceled, unless the assessment participant has a need to go to the appointment. The data collection methodology, timelines, and facility locations will be reviewed and coordinated with the PE program manager prior to initiation of data collection activities.

Phase 3 Will utilize lessons learned from phase 1 to revise the detailed evaluation plan; introduce additional patient complexity and clinical triage scenarios; and expand the assessment to more specialty clinics. This phase will also expand the assessment to an estimated 25-30 additional medical facilities. Data may be collected via phone calls as

well as in-person visits. It is anticipated that appointments scheduled during this phase will be canceled, unless the assessment participant has a need to go to the appointment. The data collection methodology, timelines, and facility locations will be reviewed and coordinated with the PE program manager prior to initiation of data collection activities.

a. Type of Agreement: Firm Fixed Price

b. Period of Performance (PoP): This contract will have a one-year Period of Performance. The contract will also include two option-year extensions.

c. Place of Performance: The majority of the tasks under this PWS shall take place at VA medical facilities selected for this assessment and/or authorized locations utilized by the contractor to enable mystery shopper Veteran participants to place calls. Assessment planning and preparation will take place at the contractor's offices. Occasionally, in-person meetings within the metro Washington DC area will be required at the PE program manager's discretion. These meetings may take place at either contractor or government facilities. No work at any government site shall take place on Federal holidays or weekends, unless directed by the Contracting Office.

d. Travel Requirements: Travel shall be reimbursed in accordance with Federal Acquisition Regulations (FAR) 31.205-46 as well as Federal Travel Regulations. Travel must be pre-approved by the Contracting Officer's Representative (COR) five business days in advance. Each Contractor invoice shall include copies of all receipts that support the travel costs claimed in the invoice. Trip Reports shall be submitted to the COR within five business days after trip completion. General and Administrative (G&A) expenses are prohibited and will not be reimbursed.

Local travel is defined as travel within a 50-mile radius from the Contractor's facility or assigned government provided facility. Local travel is considered the cost of doing business and will not be reimbursed. This includes travel, subsistence, and associated labor charges for travel time. Travel performed for personal convenience and daily travel to and from work at the Contractor's facility or government assigned facility will not be reimbursed.

Travel costs are included as a separate, cost-reimbursable, "not to exceed" line item. Locations and number of trips will be specified in coordination with the PE Program Manager. Since the place of performance is the Washington, D.C. metropolitan area, travel funds shall not be used for travel to the place of performance, i.e., for personnel who are not stationed within this area.

The government estimates the following number of trips shall occur during the performance of this task order:

Estimated Locations	Estimated # of trips	Estimated # of contractor personnel per trip	Estimated # days per trip
TBD	80	2	5

Locations and number of trips are subject to change based on assessment needs. Since the place of performance is the Washington, D.C. metropolitan area, travel funds shall not be used for travel to the DC metro area, i.e., for personnel who are not stationed within this area.

3. SPECIFIC MANDATORY TASKS AND ASSOCIATED DELIVERABLES

Quality of deliverables shall follow the contract Quality Assurance Surveillance Plan (QASP) (Attachment D). The following deliverables consist of general requirements.

Assignment of Contract Phases and Sub-Phases to ACMSA Engagements:

Each Task Phase will be assigned by the PE PM individually. The contractor shall confirm engagement stakeholders; scope, business value and assessment approach strategy with the PM and receive approval prior to commencing any Task Phase under the contract.

Services and Deliverables: This contract consists of services in support of the ACMSA program with associated deliverables related to the Task Phase and for providing documented results of the phase. The services and deliverables are described below and detailed within the schedule of deliverables. Program Management deliverables such as PMPs, project schedules, agendas, meeting minutes, etc. are included within each of the Task Phases.

Administrative Deliverables: The Contractor shall provide Official Meeting Minutes and Agenda deliverables as defined in the engagement project schedule of the applicable phase. Action Items are updated once per week through the lifecycle of the applicable phase.

Many deliverables are considered to be “living” documents, which shall be created in the first sub-phase where the deliverable is required and then the original deliverable is updated and delivered in subsequent sub-phases, when applicable. For example, if a project management plan (PMP) is first created in sub-phase 1.2, then this same Plan shall be updated and redelivered in subsequent sub-phases (e.g., additional stakeholders are added, timelines are adjusted, risks mitigated), as needed. For such living documents, the intent is to maintain a single deliverable over the life of the project rather than having documents recreated for each sub-phase.

PMP deliverables shall include all applicable elements of a complete PMP based on The Project Management Body of Knowledge (PMBOK) to include the following:

1. Project Integration Management

2. Project Scope Management
3. Project Time Management
4. Project Cost Management
5. Project Quality Management
6. Project Human Resource Management
7. Project Communications Management
8. Project Risk Management
9. Project Procurement Management
10. Project Stakeholder Management

The PMP shall include a project schedule in MS Project that includes milestones, a Work Breakdown Structure (WBS) and a task by task execution plan for the work. The project schedule is not a deliverable schedule. The project schedule serves as a management reporting tool as well as an implementation tool to assist with timely completion of the work. The project schedule shall contain all activity durations, dependencies and constraints. The project schedule shall consist of an achievable timetable for executing the work.

Each engagement always has at least one phase and sub-phase but may require multiple sub-phases. For example, one large engagement may consist of only one sub-phase 1.1 Due Diligence, while another may require sub-phases 1.1-1.7. The ACMSA PM will assign each phase and sub-phase during the course of each engagement. The Contractor shall provide the Task Phases listed below.

List of Deliverables:

Deliverable	Deliverable Name	Quantities Requested
1.1.1	Project Management Plan	1
1.1.2	Research/Interview Plan and Log	1
1.1.3	Project Business Case Report	1
1.1.4	Charter and or Addendum	1
1.2.1	Initial Workflows	1
1.2.2	Evaluation Plan	1
1.2.3	Market Analysis Summary Document	1
1.3.1	Assessment Data Collection Database	1
1.3.2	Data Dashboard	1
PM.1	Weekly Status Report (n=52)	1
PM.2	Monthly Accomplishments Report (n=12)	1
PM.3	Project Management Plan Update	10
PM.4	Evaluation Plan Update	10

Deliverable	Deliverable Name	Quantities Requested
PM.5	Steering Committee and Integrated Project Working Group Meetings (Presentations)	10
PM.6	Quick Facts	6
PM.7	Project Briefing	12
PM.8	Preliminary Findings Briefing	4
PM.9	Report of Findings	3
PM.10	Executive Project Briefing	10
PM.11	Data and Information	4
PM.12	Assessment Data Collection Database Update	6
PM.13	Data Dashboard Update	6
PM.14	Meeting Agendas	10
PM.15	Meeting Minutes	10
PM.16	Post Engagement Business Value Report	1
PM.17	Lessons Learned Report	2
PM.18	Project Close-out Checklist	1

Deliverable PM.1: Weekly Status Reports: The Contractor shall provide a weekly status report of milestones, project schedule and timeline compliance, activities and accomplishments, and shall include actions, issues, and risks. The report shall contain project status organized by service area and project. It shall include an up-to-date status on each project including planned phases, schedule status, risks, issues, and mitigations. Each project shall be mapped to VA/VHA strategy. Project details shall be reported to include key ongoing and upcoming activities (+/-) 30 days, key PE Leadership decisions/approvals, key accomplishments for the week, and issues/risks. Accomplishments within the report shall be summaries. This report shall serve as the agenda for the weekly ACMSA status meeting (and is separate from other agenda deliverables). This report shall also contain a table of the awarded Task Phases and Deliverables listing their status (e.g., assigned, unassigned), as well as the customer engagement assigned. This report shall also contain a listing of potential upcoming engagements that have not yet been assigned (to be developed in collaboration with the government ACMSA PM) and shall include recommendations for provision of PE services to current or potential engagement customers. The weekly report will include all engagements in the contract (both active and completed). Any information that is proprietary to the Contractor shall be reported separately as the Weekly Status Report is used to support project collaboration among other teams.

This deliverable shall also include a separate action item log that will contain a listing of all action items related to each engagement. This deliverable shall contain all relevant information necessary to manage actions, including: action item description, owner,

priority, due date, completion date, and notes related to the items. Action items will be tracked for all engagement stakeholders, including contractor, PE and non-PE personnel. This deliverable is a living document updated weekly and reviewed during project management meetings. The most current version of the log will be submitted as a deliverable on the last business day of every month along with the weekly status meeting report

Deliverable PM.2-Monthly Accomplishments Report: In addition to the weekly status reports, engagement accomplishments shall be submitted the last business day of the month (reported as “track changes” updates to the previous month’s accomplishments). All engagements shall be reported within the same document. All Work Products and Deliverables produced during the reporting period shall be listed in the PE Monthly Accomplishments Report, as well as whether they have been invoiced and/or paid by the government. Each accomplishment shall describe the accomplishment in terms of value to PE and PE’s engagement customers in support of the program and agencies strategic objectives. The monthly accomplishments shall also be entered into an internal PE SharePoint list, which is the reporting tool for PE accomplishments.

Deliverable PM.3-Project Management Plan Update: The contractor will update the baseline PMP and project schedule to accurately reflect any government approved changes or variances from the baseline PMP and project schedule. The PMP and project schedule will include any updates needed to accurately reflect WBS, deliverables, tasks, time needed to complete each task and task dependencies to include milestones to drive all phases in the engagement to successful completion. The PMP will be updated regularly to reflect and new or updated information learned and reviewed with the PE ACMSA PM and PE Director weekly.

Deliverable PM.4- Evaluation Plan Update

The Contractor will update the assessment evaluation plan to reflect any added, deleted or updated benefit(s), measurement grouping(s) or metrics needed to successfully measure the business value impact of the change from the baseline/initial measurement in the post implementation measurement. The objective of the Post Implementation Evaluation Plan is to describe and demonstrate all quantitative and qualitative measure(s), measurement grouping(s), and metrics to include data definition(s), a detailed and comprehensive rationale, sample size, data collection timeframe, data collection plan, known benchmarks, desired outcomes and validated data sources.

The Post Implementation Evaluation Plan will require critical thinking to describe and demonstrate all project critical quantitative and qualitative measure(s), measurement grouping(s), and metrics, foundational benefits, hypotheses’, dependencies and correlations and simulated examples in sufficient detail to rapidly (6-8 weeks) evaluate success of the project to demonstrate attainment of project goals, expected benefits and business value of healthcare objectives.

Deliverable PM.5-Steering Committee and Integrated Project Working Group Meetings (Presentations): This deliverable provides for additional Steering Committee,

Working Group and SME meetings as identified in the and as scheduled by PE. The effort involved related to this deliverable would be for Steering Committee and Working Group Meetings during the engagement and related presentations, meeting agenda's and minutes. Steering Committee and Working Group Presentations shall contain the information needed to initiate and guide discussions with SME's and the Working Group. Steering Committee and Working Group Presentations shall demonstrate critical thinking to support acquiring required project information focused on the business value of healthcare. Meeting presentations shall drive to an understanding of the current and future state, existing policies, processes, business roles, business control points, potential points of failure, a description of what is working well and opportunities for improvement, project goals, and current strategies to measure success. Meeting presentations shall also be used to discuss project status, validate information and understandings, resolve key issues, and obtain strategic direction that will help guide the engagement towards a successful conclusion.

Pre-meeting activities include obtainment of required research and knowledge (content). Meeting logistics and content shall be completed a minimum of one business day prior and approved by the government lead. Comprehensive post-meeting summaries shall be provided to include: Minutes, Action Items, Attendees, Program Objectives and Milestones and major decision points.

Deliverable-PM.6 Quick Facts: A one page summary of the project and/or engagement to which this deliverable is assigned that provides a complete snapshot of the project, including: project overview, key findings and recommendations that are the equivalent of a condensed version of the executive summary.

Deliverable PM.7: Project Briefing: A presentation-style document shall be developed that provides an executive summary of the project, including stakeholder information, scope, goals, schedule, communications plan, data collection and analysis strategy and updated as knowledge is acquired to insure the content is current. The project briefing shall require critical thinking to support acquiring required information focused on the business value of healthcare and include all project critical quantitative and qualitative measure(s), measurement grouping(s), and metrics to rapidly (6-8 weeks) evaluate success of the project.

The project briefing shall also include a comprehensive and detailed problem statement and hypothesis, use case scenarios, process description(s) and workflow descriptions, a description of what is working well and opportunities for improvement, project goals, and current strategies to measure success. Workflows will be created from a business value perspective to include points of process variation (impacts), potential points of failure, applicable use cases and various applicable scenarios. Potential points of workflow failure will be identified. The contractor shall gather workflow information from existing work flows, Integrated project working group, SME's, workflows created by other domains such as FR and other applicable sources to inform the creation of the workflow. The contractor shall utilize the final workflow to validate the messaging and context for how measures relate to one another.

The project briefing shall contain the information needed to initiate and guide discussions with SME's and the Integrated Project Working Group. The project briefing shall drive to a complete and comprehensive plan for site visit planning and reporting of site visit execution information. All information learned and validated at the site visit(s) shall be included in the report in a concise format. The Contractor shall map site visits to an understanding of the business case and problem statements.

Project Briefings shall include an executive summary that is no longer than five pages/slides, written in a concise format intended for presentation to senior program leaders, top level agency leadership and members of Congress and includes demonstration of the BLUF and enough of the analysis to support the facts being presented. The briefing shall be reviewed with the ACMSA PM weekly updated weekly and will serve as the deliverable for the checkpoint at the end of the phase.

Deliverable PM.8 Preliminary Findings Briefing:

A briefing that provides a brief summary of the assessment along with key findings, challenges, best practices, and recommendations. The contractor will be requested to work with the government ACMSA PM to identify a suitable format.

Checkpoint: For the data collection and analysis phase to be completed a checkpoint with the government ACMSA PM, other domains involved in the engagement and PE Director shall be successfully completed prior to proceeding to the next phase.

Deliverable PM.9 Report of Findings : The Contractor shall deliver a concise and rapid (6-8 weeks) report to demonstrate critical findings in a format ready for presentation to senior program leaders, top level agency leadership and members of Congress that demonstrates a logical flow of analysis to show achievement/non-achievement of foundational, functional and adoption benefit(s), measurement grouping(s), metric(s) which must be achieved before additional operational and strategic benefits are fully realized. The report shall also include and demonstrate any salient points that were identified in the Evaluation Plan and Data Collection and Analysis Phase. When reports are being created with multiple data sources and domain inputs, there shall be collaboration demonstrated with all contributors to ensure that salient points are captured, validated and messaging is accurately incorporated in the report.

Final Reports shall include an executive summary that is no longer than five pages/slides, written in a concise format intended for senior program leaders, top level agency leadership and members of Congress and include demonstration of the BLUF and enough of the analysis to support the facts being presented.

Following the executive summary, the Final Report shall include a condensed summary of findings table to include benefit(s), measurement grouping(s), metric(s) and their respective results.

Following the summary of findings, the report body (target 15 pages or less) should demonstrate if each benefit(s), measurement grouping(s), metric(s) goal has or has not been achieved in summary format and concluding with any findings and recommendations.

Following the body of the paper, an appendix [target five pages or less] will be included to show all detailed benefit(s), measurement grouping(s), and metric results that support the findings describe in the report.

The executive summary shall include a brief description of the business case, the reason ACMSA was engaged, the ACMSA methodology, a benefit by benefit summary of results and a summary of findings and recommendations.

A separate, one (1) page stand-alone document known as a Quick Facts shall accompany the report and include project overview, key findings and recommendations that are the equivalent of a condensed version of the executive summary.

Checkpoint: For the reporting phase to be completed a checkpoint with the government ACMSA PM, other domains involved in the engagement and PE Director shall be successfully completed.

Deliverable PM.10 Executive Project Briefing:

The contractor shall develop a concise Evaluation Final Report Project Briefing that will be utilized to brief executives such as senior program leaders, top level agency leadership and members of Congress. The purpose of the Evaluation Final Report Project Briefing is to serve as an executive summary which includes critical findings to concisely and rapidly (6-8 weeks) demonstrate the business value of the engagement investment and provide data based evidence, conclusions and to assist executive leaders in making decisions related to the investment such as “go” or “no go”.

Project Briefings shall include an executive summary that is no longer than five pages/slides, written in a concise format intended for presentation to senior program leaders, top level agency leadership and members of Congress and include demonstration of the BLUF and enough of the analysis to support the facts being presented. The Contractor shall describe the problem and what is trying to be resolved, the value of solving the problem, what benefit(s) is expected from the project goals and business case and how the business case can be enhanced to assist with resolution of the problem.

Deliverable PM.11 Data and Information:

All project raw data and information supporting the Report of Findings that have been gathered during the ACMSA project (e.g., debriefing sessions, workbooks, interview notes, checklists) that may not have been captured in the data collection database or other deliverables. This deliverable will be uploaded to the PE Share Point Site. This should also include any cleansed or normalized presentation of the data. Data should generally be provided in its native format (e.g., Excel, Word, CSV); however, in the event the Contractor uses a proprietary format, or a format inaccessible by the

government, the Contractor shall work with the government ACMSA PM to identify a suitable format.

Deliverable PM.12- Assessment Data Collection Database Update: This is an update to Deliverable 1.3.1 beyond phase 1. It will entail entering new data to the existing dashboard as it is collected and updating and editing the database as needed. This deliverable will entail ongoing updates to the database for the duration of one calendar month. The database is to be uploaded to the PE SharePoint site no less than two (2) times during the course of the month.

Deliverable PM.13- Data Dashboard Update: This is an update to Deliverable 1.3.2 beyond phase 1. It will entail editing and updating the existing dashboard with new information as it is collected. This deliverable will entail ongoing updates to the dashboard for the duration of one calendar month. The dashboard is to be uploaded to the PE SharePoint site as a deliverable at the end of every week (i.e., Friday, or prior business day if Friday falls on a holiday) during the course of the month.

Deliverable PM.14-Meeting Agendas: Agendas of all meetings scheduled for each engagement. Meeting agendas shall be sent out to participants prior to all meetings that include non-PE personnel. This is a “Roll Up” deliverable, meaning that for each engagement, all individual agendas are to be compiled into a single document for the duration of the engagement. The most current version of the document is to be submitted as a deliverable on the last business day of every month. The contractor will review with the PE Program Manager the details of the exact number of documents to create (e.g., if there are six active engagements, identify whether this will entail creating six separate agenda rollup document deliverables (with one document per engagement), or just a single document that contains the contents of all six engagements). The layout and format for the agendas will be reviewed with the PE Program Manager after the contract kick-off meeting has been held.

Delierable PM.15-Meeting Minutes: This deliverable will include compiling minutes of all scheduled and ad hoc meetings for each engagement. This is a “Roll Up” deliverable repeated throughout the engagement. Unless otherwise noted by the PE Program Manager, meeting minutes shall be sent to all PE personnel who participated, or are to be informed, of a meeting within 48 hours after the conclusion of the meeting. It is at the discretion of the PE Program Manager whether the minutes are to be distributed to non-PE personnel. This is a “Roll Up” deliverable, meaning that for each engagement, all individual meeting minutes are to be compiled into a single deliverable document for the duration of the engagement. The most current version of the document is to be submitted as a deliverable on the last business day of every month. The contractor will review with the PE Program Manager the details of the exact number of documents to create (e.g., if there are six active engagements, identify whether this will entail creating six separate meeting minute rollup document deliverables (with one document per engagement), or just a single document that contains the contents of all six engagements). The layout and format for the meeting minutes will be reviewed with the PE Program Manager after the contract kick-off meeting has been held.

Deliverable PM.16-Post Engagement Business Value Report: The Contractor shall provide a Post Engagement Business Value Report (PEBVR) that includes a post-engagement review of the impact and business value provided by PE to the enterprise (e.g., to what extent was PE able to achieve its goals and objectives for the evaluation?). This report shall include a detailed account of engagement accomplishments, including how findings align with VA, VHA and PE strategic goals and objectives and the value of the findings in supporting strategic decisions. The accomplishments shall also document the extent of the PE evaluation (e.g., number of site visits, staff interviewed, data analyzed, key leadership briefed), specific action plans developed as a result of PE's involvement, and any positive feedback provided by key stakeholders. (Please note that content requirements may change periodically as strategic direction and performance requirements change for VA, VHA and PE. The Contractor shall check with the government ACMSA PM for any content requirement changes prior to starting the report).

Deliverable-PM.17 Lessons Learned Report:

This includes documenting in detail all of the lessons learned and best practices that have been identified during the engagement internally and from external sources. The Lessons Learned Phase shall also be used to document the engagement customer's lessons learned (scope to be reviewed and agreed upon by the contractor and the ACMSA program manager). The report will address each task and subtask of the project, describing the lessons learned and specific improvements and recommended revisions to the documents. The lessons learned shall be described in detail and answer the following core questions (other questions may be asked) in regard to the procedures actually used to successfully (i.e., identify and document risk mitigations and best practices) complete the engagements:

Regarding each step of the process:

1. What worked well?
2. What did not work as expected and why?
3. What was done to solve unexpected issues?
4. What can be done to avoid these unexpected issues or leverage what worked well?
5. Based on these lessons learned, what revisions to PE internal documents are necessary, if any?

The Lessons Learned report is an important component of PE's continuous process improvement program, and will be considered for this purpose. Lessons Learned shall be gathered at each phase of an engagement as it progresses. This report shall include retrospective accomplishments to show if goals for the evaluation were accomplished and recommendations for any improvements needed for future engagement successes.

Deliverable-PM.18 Project Close-out Checklist: A checklist, to be reviewed during a meeting with the PE PM to ensure all project deliverables have been completed and all

PMP and project schedule steps have been brought to closure. This review will also be used to verify all deliverables and working documents have been uploaded to the proper PE SharePoint folders.

Phase 1: Pilot Assessment

Sub-Phase: 1.1 Planning

PE will provide scoping direction and Evaluation goals at the start of the phase. The contractor shall adhere to the scoping direction and Evaluation goals provided by PE. The contractor shall perform the prerequisite activities required to begin ACMSA engagement planning focused on the business value of healthcare.

The contractor shall create a detailed mission focused PMP and project schedule to guide project direction to include roles and responsibilities of all stakeholders (e.g., project sponsor, primary point of contact, work group members, informed stakeholders), a scoping statement, planned deliverables and development of a project baseline and includes weekly updates over the lifecycle of the project (6-8 weeks).

A presentation-style document shall be developed that provides an executive summary of the project, including stakeholder information, scope, goals, schedule, communications plan, data collection and analysis strategy and updated as knowledge is acquired to insure the content is current. The project briefing shall require critical thinking to support acquiring required information focused on the business value of healthcare and include all project critical quantitative and qualitative measure(s), measurement grouping(s), and metrics to rapidly (6-8 weeks) evaluate success of the project.

The briefing shall also include a comprehensive and detailed problem statement and hypothesis, use case scenarios, process description(s) and workflow descriptions, a description of what is working well and opportunities for improvement, project goals, and current strategies to measure success.

The briefing shall contain the information needed to initiate and guide discussions with SME's and the project working group and brief stakeholder and executive leaders on project progress. The briefing shall drive to a complete and comprehensive plan for site visit planning and reporting of site visit execution information. All information learned and validated at the site visit(s) shall be included in the report in a concise format. The contractor shall map site visits to an understanding of the business case and problem statements. The Evaluation-Engagement Plan Phase shall require critical thinking to support PE in acquiring required information for successfully planning and initiating the evaluation and successfully understanding the business case and healthcare business value of the evaluation.

Deliverable 1.1.1: Project Management Plan:

The contractor shall create a detailed mission focused PMP to guide project direction to include answering the following key questions:

- What problem(s) or challenge is the project trying to solve?
- What are the scope and objectives of the assessment?
- How and when will we be able to measure success?

Initial activities in support of this phase may include searching PE Lessons Learned content, literature searches, industry best practices, VA intranet and Internet searches, VHA directives, policies and procedures, Standard Operating Procedures, workflow process diagrams, and other applicable supporting documentation. Once the contractor has a comprehensive understanding of the project/initiative's business case, or rationale, and the value to the enterprise of conducting the meetings and/or interviews with VA subject matter experts and/or key stakeholders may commence.

Additional areas to be covered by the PMP include: roles and responsibilities of all stakeholders (e.g., project sponsor, primary point of contact, work group members, informed stakeholders), a scoping statement that includes the objective and approach, planned deliverables and development of a project baseline. The PMP shall include a project schedule in MS Project that includes milestones, a Work Breakdown Structure (WBS) and a task by task execution plan for the work. The project schedule is not a deliverable schedule. The project schedule serves as a management reporting tool as well as an implementation tool to assist with timely completion of the work. The project schedule shall contain all activity durations, dependencies and constraints. The project schedule shall consist of an achievable timetable for executing the work. PMP deliverables shall include all applicable elements of a complete PMP based on The Project Management Body of Knowledge (PMBOK) to include the following:

1. Project Integration Management
2. Project Scope Management
3. Project Time Management
4. Project Cost Management
5. Project Quality Management
6. Project Human Resource Management
7. Project Communications Management
8. Project Risk Management
9. Project Procurement Management
10. Project Stakeholder Management

The PMP and project schedule shall include an initial successful checkpoint with the ACMSA PM and PE Director prior to any work starting in each phase of the engagement and shall be updated regularly and reviewed with the ACMSA PM and PE Director weekly.

Deliverable 1.1.2: Research/Interview Plan and Log: The Research/Interview Plan and Log shall include a comprehensive and detailed problem statement and hypothesis with an interview and research plan. This deliverable shall be updated as knowledge is acquired to ensure the content is current. . The most current version of the document is to be submitted as a deliverable on the last business day of every month. The layout and format for this deliverable will be reviewed with the PE Program Manager after the contract kick-off meeting has been held.

- The interview plan shall include all interviews required to obtain the necessary information to support the assessment; to include: interviews with the PE Director and domain (ACMSA, Customer Satisfaction, Functional Review and Lessons Learned) leads, VHA Subject Matter Experts (SME), private sector SME's and any applicable SME who would contribute valuable content to the Due Diligence.
- The research plan shall include all interviews required to obtain the necessary information to support the Due Diligence to include searching PE Lessons Learned content, literature searches, industry best practices, VA intranet and Internet searches, VHA directives, policies and procedures, Standard Operating Procedures, project supporting documentation and other applicable information that shall contribute valuable content to the Due Diligence.
- An interview log and research log shall be created listing all resources the Contractor plans to interview and research. Both the interview plan and research plan shall be reviewed with and approved by the government ACMSA PM prior to any actions commencing on the plan. Once all interviews and research outlined in the plan have been completed, justification for any interviews and research that was unable to be completed shall be reviewed with and signed off by the government ACMSA PM.

Deliverable 1.1.3: Project Business Case Report: The contractor shall provide a report that documents engagement information in sufficient detail to allow a future project charter and/or addendum to be created and justify a full engagement (i.e., continuation to additional phases). The report shall include an executive summary of findings to include the BLUF. The report output shall include a description of the current and future state, existing policies, processes, business roles, business control points, potential points of failure, a description of what is working well and opportunities for improvement, project goals, and current strategies to measure success. The report shall answer the following key questions:

- Who are the project sponsors and key stakeholders?
- What program or initiative do they represent?
- What problem(s), gap(s), and/or challenge(s) is the project/intervention attempting to resolve?
- What are the existing policies, processes, and/or business rules?
- How is the project/intervention aligned to essential VHA strategies?
- How, when, and to whom are the project interventions anticipated to be deployed?
- What are the anticipated benefit outcomes of the project/initiation?

- What are VHA's choices?
- What will happen if we do nothing?
- Are there any previous lessons learned?
- Are there current industry standards that can be used as a comparison?
- What is PE's purpose and approach for how and when to conduct an assessment?
- What are the scope and objectives of the assessment?
- What additional information is required to define the assessment approach?
- What are key next steps to initiate an assessment?

The report output shall identify potential project engagement opportunities for all PE domains and be described and prioritized based on value, impact, scope, cost, objective of the engagement identified and an assessment of the stakeholder's desire for PE services. Potential project risks and mitigation strategies along with project sponsors and stakeholders shall be described in sufficient detail to support creation of a future project charter and justify a full engagement (i.e., continuation to additional phases). A discussion of project timeframes benefit(s), measurement grouping(s) and metrics and data sources shall be included and all items identified along with a draft methodology for collection of both quantitative and qualitative data.

The report shall include an executive summary that is no longer than five pages/slides, written in a concise format intended for presentation to senior program leaders, top level agency leadership and members of Congress and includes a demonstration of the BLUF and enough of the independent analysis to be deemed credible.

Deliverable 1.1.4: Charter and/or Addendum: The Contractor shall create a project charter and/or addendum that obtain agreement between ACMSA and the project executive sponsor(s) to conduct a ACMSA assessment. The effort required to complete the Charter is related to the complexity of the VHA Program supported by the Charter. The effort required related to completing an Addendum to the Charter is related to the complexity of the individual engagement addressed in the Addendum(s) to the Charter. Addendums are added to the Charter as engagements are requested by the VHA Program supported by the Charter and agreed upon by PE. The project Charter focuses on the scope of work that would be accomplished via addendums to an initial overall engagement charter, at a minimum one addendum would be created along with the project charter unless only one engagement would ever be needed under the identified scope; however, this is not the norm. The objective, problem statement, purpose, scope, and approach shall be clearly written. The charter milestones shall be defined and agreed upon by the stakeholder. Potential project risks and mitigation strategies along with project sponsors and stakeholders shall be identified at the correct organizational level to support

project success and have authority to make decisions as approved by the government. The Contractor shall ensure that all required signatures from the engagement Executive sponsor(s) and PE have been obtained on the project charter and addendum prior to conducting any site visits.

Sub-Phase: 1.2 Evaluation Plan

The contractor shall perform the tasks to create the evaluation plan for the ACMSA engagement. The objective of the Evaluation-Evaluation Plan phase is to describe and demonstrate All project critical quantitative and qualitative measure(s), measurement grouping(s), and metrics to rapidly (6-8 weeks) evaluate success of the project shall be described and demonstrate data definition(s), an abridged rationale, sample size, data collection timeframe, data collection plan, known benchmarks, desired outcomes and validated data sources.

The Evaluation-Evaluation Plan Phase shall require critical thinking to describe and demonstrate all project critical quantitative and qualitative measure(s), measurement grouping(s), and metrics, foundational benefits, hypotheses', dependencies and correlations and simulated examples in sufficient detail to rapidly (6-8 weeks) evaluate success of the project to demonstrate attainment of project goals, expected benefits and business value of healthcare objectives.

Deliverable 1.2.1: Initial Workflows: The Contractor shall create initial workflow diagrams with description(s) of existing business policies and processes to understand the “as is” and “to be” (if applicable) environments. Applicable processes known during this phase drive creation of initial workflows and are accurately documented. The points of process variation (impacts), potential points of failure, differences between the “as is” and “to be” state will be identified and used as key points of focus for measurements. Initial workflows will be created from a business value perspective to include applicable use cases and various applicable scenarios. Potential points of initial workflow failure will be identified. The contractor shall gather initial workflow information from existing work flows, Integrated project working group, SME's, workflows created by other domains such as Functional Review (FR) and other applicable sources to inform the creation of the initial ACMSA initial workflow. For the initial workflow to be completed a checkpoint with the PE stakeholders prior to proceeding shall be completed.

Deliverable 1.2.2: Evaluation Plan: All project critical quantitative and qualitative measure(s), measurement grouping(s), and metrics to rapidly (6-8 weeks) evaluate success of the project shall be described and demonstrate data definition(s), an abridged rationale, sample size, data collection timeframe, data collection plan, known benchmarks, desired outcomes and validated data sources. The evaluation plan must provide a logical and comprehensive methodology that the contractor shall follow to conduct its data collection. It should utilize critical thinking to demonstrate a full understanding of project

related policies, processes, business rules, business control points and potential points of failure. The plan must include traceability between all assessment objectives, anticipated benefit outcomes, measurements, and metrics. It needs to also identify and describe what data (both quantitative and qualitative) will be collected during the engagement, rational for inclusion, and source. Additionally, the plan must address planned sampling sizes and/or applicable thresholds. The plan must be designed to be reusable over time, i.e., it may be used to baseline the as-is environment, conduct post-deployment assessments, or both.

The Evaluation Plan will also include the following:

- Scripts to be used during the assessment
- Checklists to be completed by assessment participants
- Veteran profiles
- Veteran hiring process
- Field Coordination Plan
- Communication plan to VA leadership, National Labor Unions, and field-level leadership

Additional criteria may be added as they become identified.

Checkpoint: For the evaluation plan phase to be completed a checkpoint with the government ACMSA PM, other domains involved in the engagement and PE Director shall be successfully completed prior to proceeding to the next phase.

Deliverable 1.2.3: Market Analysis Summary Document: A document that will store unique market characterizations for each geographically located medical facility. The information contained in this report will come from existing VA resources and artifacts and will include reference information (e.g., facility complexity, catchment area, number of specialties) that will guide the data collection and analysis efforts by enabling comparisons among facility characteristics.

Sub-Phase: 1.3 Data Collection and Analysis

The contractor shall perform the tasks to collect and analyze all data for the ACMSA engagement. The objective of the Evaluation-Data Collection and Analysis phase is to populate all project critical quantitative and qualitative measure(s), measurement grouping(s), and metrics to rapidly (6-8 weeks) described in the Evaluation Plan with all values and results from all domains and sources prior to the analysis to evaluate the success of the project . Data shall be inclusive and traceable and collected in a consistent and standardized manner with standardized scales so the data can be consolidated in a consistent manner between projects. The contractor shall demonstrate how metrics align under their measurement groupings and benefits, data findings and the complete analysis of all data to identify correlations, interdependencies,

causations, shifts, trends and any other pertinent findings to determine if project goals & benefits were met to include: healthcare objectives were met.

Deliverable 1.3.1: Assessment Data Collection Database:

All project raw data that are gathered during the assessment (e.g., mystery shopper checklists, workbooks, interview notes, survey data) will be stored in this central data repository and uploaded to the PE Share Point Site twice a month once data collection commences for this phase. The contractor will be requested to work with the government PE ACMSA Program Manager to identify a suitable format and layout for this database.

Deliverable 1.3.2: Data Dashboard:

All project cleansed, normalized, and/or analyzed data will be compiled into a dashboard, to be presented in an easy to understand format (e.g., tables, workbook, categorized notes) at the end of every week once data collection commences for this phase. The contractor will be requested to work with the government PE ACMSA Program Manager to identify a suitable format. The dashboard will also include notable key findings related to the data collected, challenges, issues and risks, and next steps

Sub-Phase: 1.4 Reporting

The Contractor shall perform the tasks to create a concise Evaluation Final Report for the ACMSA engagement. The objective of the Evaluation-Final Report phase is to create a concise and rapid (6-8 weeks) final engagement report that serves as an executive summary which includes critical findings to demonstrate the business value of the engagement investment and provide data based evidence, conclusions and to assist executive leaders in making decisions related to the investment such as “go” or “no go”.

The report shall also include and demonstrate any salient points that were identified in the Evaluation -Evaluation Plan and Evaluation-Data Collection and Analysis Phase. The Contractor shall describe the problem and what is trying to be resolved, the value of solving the problem, what benefit(s) is expected from the project goals and business case and how the business case can be enhanced to assist with resolution of the problem. The Contractor shall deliver a concise and rapid (6-8 weeks) report ready for presentation to senior program leaders, top level agency leadership and members of Congress that demonstrates a logical flow of analysis to show achievement/non-achievement of foundational, functional and adoption benefit(s), measurement grouping(s), metric(s) which must be achieved before additional operational and strategic benefits are fully realized.

The Evaluation-Final Report Phase shall require critical thinking to create a final engagement report that reflects concise and rapid (6-8 weeks) critical findings to demonstrate the business value of the engagement investment and provide data based

evidence and conclusions to assist executive leaders in making data based decisions related to the investment.

Sub-Phase 1.5 Lessons Learned

The contractor shall perform activities and produce a report that describes the comprehensive lessons learned from the engagement.

4. SCHEDULE OF DELIVERABLES:

The Contractor shall submit all deliverables described in accordance with the ACMSA PWS. The Contractor shall upload and tag all deliverables onto the specified SharePoint site and send an email notification to the Contracting Officer Representative and Program Office listing all completed deliverables and a link to their location. Deliverables shall be written clear and concise from a business value perspective and need very little, if any changes upon government review. These documents need to be written at the executive level that could be presented to VA senior program leaders, top level agency leadership and members of Congress. Statistical and other technical terminology shall not be used without providing a glossary of terms and/or an acronym listing.

The Contractor shall be responsible for adhering to all pertinent VA standards as specified in the ACMSA PWS. Submission of deliverables shall be in accordance with the ACMSA PWS specifications.

- a. Deliverables are outlined in the below schedule. Listed deliverables are applicable only to those CLINs actually purchased.
- b. Separate deliverables are required for each engagement. For example, for each engagement, there shall be separate deliverables 1.1.1 through 1.1.5.

The below deliverable schedule is based on the three anticipated phases of data collection, as described in section 2. Contract Scope. Phase 1 is intended to define the assessment parameters, metrics, measurement approach, and methods for storing and analyzing data. Phases 2 and 3 are intended to build on the artifacts developed in phase 1 to collect additional data from a larger number of medical facilities using the same methodology.

Deliverable Schedule

Deliverable	Description or Reference	Due Date
Phase 1: Pilot Assessment Sub-Phase 1.1 – Planning		
1.1.1	Project Management Plan	Seven business days after start of phase and weekly updates thereafter.
1.1.2	Research/Interview Plan and Log	Research/Interview Plan due two weeks after start of phase. Final due four weeks prior to the end of the phase.

Deliverable	Description or Reference	Due Date
1.1.3	Project Business Case Report	Outline due four weeks after start of phase. Final due one week prior to the end of the phase.
1.1.4	Charter and or Addendum	Created in DRAFT five business days after start of phase. Final due four weeks from start of phase or prior to any site visits, whichever comes first.
PM.7	Project Briefing	
Sub-Phase 1.2 – Evaluation Plan		
1.2.1	Initial Workflows	Four weeks after start of phase
1.2.2	Evaluation Plan	Outline due two weeks after start of phase. Final due one week prior to the end of the phase.
1.2.3	Market Analysis Summary Document	
Sub-Phase 1.3 – Data Collection and Analysis		
1.3.1	Assessment Data Collection Database	Three weeks after start of phase
1.3.2	Data Dashboard	Outline due four weeks after start of phase. Final due one week prior to the end of the phase.
PM.8	Preliminary Findings Briefing	
Sub-Phase 1.4 Reporting		
PM.9	Report of Findings	Three business day after start of phase
PM.10	Executive Project Briefing	Two weeks after start of phase
PM.11	Data and Information	Three weeks after start of phase
Sub-Phase 1.5 – Lessons Learned		
PM.17	Lessons Learned Report	Three business day after start of phase
Phase 2: Wave 2 Facilities		
PM.3	Project Management Plan Update	Three business days after start of phase and weekly updates thereafter
PM.4	Evaluation Plan Update	As needed as determined by PE
PM.5	Steering Committee and Integrated Project Working Group Meetings (Presentations)	As needed as determined by PE
PM.7	Project Briefing	
PM.8	Preliminary Findings Briefing	
PM.9	Report of Findings	

Deliverable	Description or Reference	Due Date
PM.10	Executive Project Briefing	
PM.11	Data and Information	
PM.12	Assessment Data Collection Database Update	
PM.13	Data Dashboard Update	
PM.17	Lessons Learned Report	
Phase 3: Wave 3 Facilities		
PM.3	Project Management Plan Update	Three business days after start of phase and weekly updates thereafter
PM.4	Evaluation Plan Update	As needed as determined by PE
PM.5	Steering Committee and Integrated Project Working Group Meetings (Presentations)	As needed as determined by PE
PM.7	Project Briefing	
PM.8	Preliminary Findings Briefing	
PM.9	Report of Findings	
PM.10	Executive Project Briefing	
PM.11	Data and Information	
PM.12	Assessment Data Collection Database Update	
PM.13	Data Dashboard Update	
Program Management		
<i>ACMSA encompasses program and project management activities. Program Management Products shall be uploaded to the PE Program SharePoint site.</i>		
<u>Program Management</u>		
PM.1	Weekly Status Report (n=52)	Weekly throughout the lifecycle of the contract
PM.2	Monthly Accomplishments Report (n=12)	Monthly throughout the lifecycle of the contract
PM.3	Project Management Plan Update	Three business days after start of phase and weekly updates thereafter
PM.5	Steering Committee and Integrated Project Working Group Meetings (Presentations)	As needed as determined by PE
PM.6	Quick Facts	Two weeks prior to the end of the phase
PM.7	Project Briefing	
PM.10	Executive Project Briefing	
PM.11	Data and Information	

Deliverable	Description or Reference	Due Date
PM.14	Meeting Agendas	Monthly throughout the lifecycle of the contract
PM.15	Meeting Minutes	Monthly throughout the lifecycle of the contract
PM.16	Post Engagement Business Value Report	As needed as determined by PE
PM.18	Project Close-out Checklist	One week prior to the end of the engagement

5. QUALITY CONTROL

Quality control (QC): The Contractor shall develop and maintain an effective QC program to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's QC program provides assurance that work complies with requirements of the individual contract. At a minimum, the Contractor shall develop QC procedures addressing the areas identified in this PWS and the QASP. After acceptance of the QC plan, the Contractor shall receive the CO's acceptance in writing of any proposed change to Contractor's QC system.

5.1 Quality Assurance

Performance Standards define required performance for specific tasks. The government performs surveillance to determine if the Contractor exceeds, meets or does not meet these standards.

- a. **Methods of Surveillance:** Various methods exist to monitor performance. The COR shall use any or several of the surveillance methods listed below in the administration of this QASP.
 - 100% Inspection (evaluates all outcomes) - Each month, the COR shall review all of the Contractor's performance/generated documentation and document results accordingly. This assessment shall be placed in the COR's QA file.
 - Random Sample - The COR shall review a random sampling of the Contractor's performance/generated documentation and document your results accordingly. This assessment shall be placed in the COR's QA file.
 - Validated Customer Complaint or Validated Below Average ALP in a Specific Area - Each month, the COR shall review the Contractor's performance/generated documentation corresponding to a validated customer complaint or validated inability to perform in accordance with the ALP in a

specific area and document your results accordingly. This assessment shall be placed in the COR's QA file.

- b. Frequency of Measurement: During task order performance, the COR will periodically analyze whether the negotiated frequency of surveillance is appropriate for the work being performed, and at a minimum shall be twice a year.
- c. Acceptable Performance Levels (APLS)

See QASP, Attachment B

Acceptable Performance: The government shall document acceptable performance in accordance with the chart above. Any report may become a part of the supporting documentation for any contractual action.

Unacceptable Performance: When unacceptable performance occurs, the COR will inform the Contractor and the Contracting Officer and document the COR task order file. This will normally be in writing, unless circumstances necessitate verbal communication – in which case a summary of the communication will be transcribed for the COR file. When the COR determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR). The CDR will specify if the Contractor is required to prepare a corrective action plan to document how the Contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will clearly state how long after receipt of the CDR the Contractor has to present a corrective action plan to the COR. The COR will present the CDR to the Contractor's Project Manager and the Contractor's representative shall acknowledge, in writing, receipt of the CDR.

The government will review the Contractor's corrective action plan to determine acceptability and relay this information to the Contractor. Acceptance of a corrective action plan by the government will be provided in writing, and will specify timelines and a verification/acceptance process by which the government will confirm or reject the correction of the deficiency. All CDRs will be documented in the task order file and may become a part of the supporting documentation for any contractual action deemed necessary by the Contracting Officer.

6. KEY PERSONNEL

Skilled experienced professional and/or technical personnel are essential for successful contractor accomplishment of the work to be performed under this effort. These are defined as individuals crucial to the successful performance of the orders issued and the programs being supported by those orders and are those persons identified as key personnel in accordance with solicitation requirements.

Key personnel shall be specified at the phase level and are required to meet the below minimum requirements. The Contractor agrees that the key personnel shall not be removed, diverted, or replaced from work without prior notification to the CO.

The following key personnel shall meet the following minimum qualifications, including specific experience relevant to the PWS requirements. Experience shall be demonstrated among the Key Personnel team for the full lifecycle of PWS services mapped to the PWS requirements. Key Personnel experience shall demonstrate each individual's relevant contribution to projects for each of the required elements and shall include a timeframe of when the experience occurred.

All personnel proposed under this contract shall be considered Key Personnel.

1. Program Manager:
Qualifications: Master's in Business Administration or equivalent Master's Degree and a minimum ten (10) years of progressive experience in related projects in a large enterprise with a similar scope, and impact.
2. Project Manager:
Qualifications: Bachelor's Degree in Business or equivalent degree or equivalent experience. Equivalent experience is defined as six (6) years of experience demonstrating increasing professional responsibilities in related projects, in addition to other time requirements listed below; possess current Project Management Professional (PMP) certification or equivalent such as the Federal Acquisition Certification for Program and Project Managers (FAC-P/PM) and a minimum ten (10) years of experience managing projects in a large enterprise with a similar scope and impact.
3. Business Analyst III
Qualifications: Bachelor's Degree in related field. A minimum of eight (8) years of analyst experience; including guiding and managing qualitative and quantitative analytics, predictive analytics, customer experience mapping, key driver analysis, and preparing client-facing executive summaries, reports and presentations.
4. Systems Analyst II:
Qualifications: Bachelor's Degree in Computer Science or equivalent degree or equivalent experience. Equivalent experience is defined as six (6) years of experience demonstrating increasing professional responsibilities in managing information technology program areas for large market research projects. This includes a minimum of six (6) years of experience developing and implementing information analytics; custom client databases; data loading, extraction and reporting.
5. Consultant III – Field Operations Manager:

Qualifications: Bachelor's in Business or equivalent such as in government Administration, Health Administration or in Public Health, or equivalent experience defined as six (6) years of experience demonstrating increasing professional responsibilities in addition to other time requirements listed below, and each of the following:

- A minimum of six (6) years of experience overseeing data collection and customer experience projects within a large enterprise.
- A minimum of six (6) years of experience preferred that demonstrates expertise as a management consultant to large agencies or corporations who deliver health care services through an extensive network of medical facilities to a large and diverse population. Expertise shall be in healthcare business administration consulting which affects management of the entire organization.

6. Subject Matter Expert (SME) II – Data collection and customer experience assessment Consultant(s):

Qualifications: Master's in Business Administration or equivalent Master's Degree, or equivalent experience defined as six (6) years of experience demonstrating increasing professional responsibilities in related projects supporting large enterprises. Experience that demonstrates expertise as a management consultant to large agencies or corporations who deliver health care services through an extensive network of medical facilities to a large and diverse population is preferred.

In addition, the following experience must be demonstrated either through a single proposed personnel or in a combination of proposed personnel who will be allocated to relevant tasks. Minimum number of years (six) shall apply to each proposed personnel and shall not be combined to meet the requirement:

- Measuring program and project performance for large healthcare systems, including:
 - Development of performance measurement frameworks and measurement plans;
 - Establishing metrics and measures; and
 - Identifying, obtaining, and analyzing performance data.

7. SME - Clinical Consultant:

Qualifications: Medical degree such as a Doctor of Medicine (MD), Physician Assistant (PA), Nurse Practitioner (NP) or Registered Nurse (RN) with ten years of progressive experience in providing health care services plus five years of experience with health care business management including performance measurement of healthcare services.

In addition, the following experience must be demonstrated either through a single proposed personnel or in a combination of proposed personnel who will be allocated to relevant tasks. Minimum number of years (five) shall apply to each proposed personnel which shall not be combined to meet the requirement:

- Planning, collection of data, analysis and reporting of business benefits on significant programs, processes, technology, and medical products to determine if expected benefits were realized, measure their effectiveness and help improve them via use of a measurement plan.

Substitution of Key Personnel: All Contractor requests for approval of substitutions hereunder shall be submitted in writing to the COR and the CO within a reasonable timeframe (10 business days for a non-emergency replacement and 2 business days for emergencies) and shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete résumé for the proposed substitute, and any other information requested by the CO necessary to approve or disapprove the proposed substitution. New personnel shall not commence work until all necessary security requirements have been fulfilled and résumés provided and accepted. The COR and the CO will evaluate such requests and promptly notify the Contractor of approval or disapproval in writing. Any substituted personnel shall have the equivalent or better education, experience, and credentials than the personnel they may replace, subject to VA review and approval. If the contractor requests a substitution of Key personnel it is their responsibility to ensure that a thorough transfer of knowledge takes place before the individual leaves the contract. Knowledge shall be transferred from the individual leaving the project to the PE FR government PM and the new key person to make certain that the project being supported by the contractor is not negatively impacted.

The Contractor shall be responsible for managing and overseeing the activities of all contractor personnel, as well as subcontractor efforts used in performance of this effort. Contractor management responsibilities shall include all activities necessary to ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained in the or PWS.

7. GENERAL EXPERIENCE REQUIREMENTS

Contractor staff shall be fully qualified and have the level of experience necessary to accomplish the requirements of this PWS.

The Contractor must be acceptable to the government in terms of personal and professional conduct, and in technical knowledge. Furthermore, Contractor personnel are expected to be proficient using office automation equipment and software, and have excellent written and sufficient verbal communication skills to support VA. Should any Contractor personnel be determined to be unacceptable in terms of technical competency or unacceptable personal conduct while on-site or while working on contract activities, the Contractor shall immediately remove and replace the unacceptable on-site personnel at no additional cost to the government. Contractor personnel are to serve in a support role; final decisions regarding VA business will always be made by personnel.

8. ORGANIZATIONAL CONFLICT OF INTEREST

- i. It is recognized by the parties that the efforts to be performed by the Contractor under this task order are of such a nature that they may create a potential organizational conflict of interest as contemplated by Subpart 9.5 of the Federal Acquisition Regulation (FAR). It is the intention of the parties that the Contractor will not engage in any contractual activities which may impair its ability to render unbiased advice and recommendations, or in which it may gain an unfair competitive advantage as a result of the knowledge, information and experience gained during the performance of this task order. It does not include the normal flow of benefits from incumbency.
- ii. The Contractor agrees not to participate as a prime Contractor, Subcontractor, consultant or team member in any acquisition wherein:
 - a. The Contractor has participated in the analysis and recommendation leading to the acquisition decision to acquire such services; or
 - b. The Contractor may have an unfair competitive advantage resulting from the information gained during the performance of this task order.
- iii. The term "Contractor" herein used means:
 - a. The organization entering into this task order with the Government;
 - b. All business organizations with which it merges, joins or affiliates, now or in the future, and in any manner whatsoever, or which hold or may obtain, by purchase or otherwise, direct or indirect control of;
 - c. Its parent organization (if any), and any of its present or future subsidiaries, associates, affiliates, or holding companies; and
 - d. Any organization or enterprise over which it has direct or indirect control (now or in the future).
- iv. The Contractor agrees that it will use all reasonable diligence in protecting proprietary data received by it. The Contractor further agrees it will not disclose proprietary data to unauthorized parties without the prior permission of the Government, and that proprietary data shall not be duplicated, used or disclosed, in whole or in part, for any purpose other than to accomplish the contracted effort. This restriction does not limit the Contractor's right to use, duplicate or disclose such information if such information was lawfully obtained by the Contractor from other sources.
- v. If a Contractor believes that its participation in the resulting contract or task order would cause an Organizational Conflict of Interest (OCI), that Contractor shall include in its proposal an OCI statement of all facts surrounding the OCI, an appropriation discuss of the issues, and an OCI mitigation. The VA will review the information provided and make a determination regarding whether there is potential or actual OCI. If the VA determines the existence of potential

or actual OCI, then the VA will evaluate the mitigation plan and make the final decision regarding the participation of the Contractor with any award of a contract or task order.

- vi. The prior approval of the Contracting Officer is required before any work to be performed under this task order may be subcontracted to any organization described in subparagraph (c) above.
- vii. The Contractor agrees to enter into written agreements with all companies whose proprietary data the Contractor shall have access to. The Contractor also agrees to protect such data from unauthorized use or disclosure as long as it remains proprietary. The Contractor shall furnish to the Contracting Officer copies of these written agreements. The Contractor agrees to protect the proprietary data and rights of other organizations disclosed to the Contractor during performance of this task order with the same caution that a reasonably prudent Contractor would use to safeguard highly valuable property. The Contractor agrees to refrain from using proprietary information for any purpose other than that for which it was furnished.
- viii. The Contractor shall not distribute reports, data or information of any nature arising from its performance under this task order, except as provided by this task order or as may be directed by the Contracting Officer.
- ix. The Contractor shall include this provision, including this paragraph, in subcontracts of any tier which involve access to information covered in paragraph (a) above. The use of this clause in such subcontracts shall be read by substituting the word "subcontractor" for the word "Contractor" wherever the latter appears.
- x. The Contractor's employees shall be trained and informed of Subpart 9.5 of the FAR and this task order provision.
- xi. Government representatives shall have access to the Contractor's premises and the right to inspect all pertinent books and records in order to insure that the Contractor is in compliance with Subpart 9.5 of the FAR and this provision.
- xii. Questions regarding this interpretation of Subpart 9.5 of the FAR and this provision shall be submitted to the Contracting Officer.
- xiii. The Contractor agrees that if after award it discovers a potential organizational conflict of interest, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the actions the Contractor has taken or proposes to take, to avoid or mitigate such conflicts.

- xiv. For any breach of the above restrictions, or for nondisclosure or misrepresentation of any relevant interests required to be disclosed concerning this task order, the Government may, terminate the contract for default, disqualify the Contractor from subsequent related contractual efforts, and/or pursue other remedies permitted by law or this task order.
- xv. The Government may waive application of this clause when it is determined to be in the best interest of the Government to do so.
- xvi. This agreement will remain in effect during the period of performance of this task order and for a period of four years following completion of this task order.

9. VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE

1. 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.

2. 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 the latest version of the 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 via email 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.

3. 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 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. No co-comingling requires that VA data be stored on disk drives, tape cartridges, and/or storage media that are separate from those used for non-VA data. The contractor must ensure that VA's information/disk drives/tape cartridges/storage media are returned to the VA or destroyed in accordance with VA's sanitization requirements, as specified by the COR. 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. When requested by the COR, 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 the latest version of VA Handbook 6500.1, *Electronic Media Sanitization*. If the COR directs the contractor/subcontractor to perform the data destruction, self-certification by the contractor/subcontractor 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. 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.

4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

a. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference the latest version of Appendix D of VA Handbook 6500, VA Information Security Program). During the development cycle a Privacy Impact Assessment (PIA) must be completed, provided to the COR, and approved by the VA Privacy Service in accordance with Directive 6507, VA Privacy Impact Assessment.

b. The contractor/subcontractor shall certify to the COR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or the VA. This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.

c. The standard installation, operation, maintenance, updating, and patching of software shall not alter the configuration settings from the VA approved and FDCC configuration. Information technology staff must also use the Windows Installer Service for installation to the default "program files" directory and silently install and uninstall.

d. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

e. The security controls must be designed, developed, approved by VA, and implemented in accordance with the provisions of VA security system development life cycle as outlined in NIST Special Publication 800-37, *Guide for Applying the Risk Management Framework to Federal Information Systems*, the latest version of VA Handbook 6500, *Information Security Program* and the latest version of VA Handbook 6500.5, *Incorporating Security and Privacy in System Development Lifecycle*.

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

g. The contractor/subcontractor agrees to:

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

(a) The Systems of Records (SOR); and

(b) The design, development, or operation work that the contractor/subcontractor is to perform;

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

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

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

(1) "Operation of a System of Records" means performance of any of the activities associated with maintaining the SOR, including the collection, use, maintenance, and dissemination of records.

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

(3) "System of Records" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

i. The vendor shall ensure the security of all procured or developed systems and technologies, including their subcomponents (hereinafter referred to as "Systems"), throughout the life of this contract and any extension, warranty, or maintenance periods. This includes, but is not limited to workarounds, patches, hotfixes, upgrades, and any physical components (hereafter referred to as Security Fixes) which may be necessary to fix all security vulnerabilities published or known to the vendor anywhere in the Systems, including Operating Systems and firmware. The vendor shall ensure that Security Fixes shall not negatively impact the Systems.

j. The vendor shall notify the COR and any other people the COR requests via email within 1 hour of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, but in no event longer than 1 day, unless otherwise stated by the COR.

k. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to the VA that

the patch has been validated as not affecting the Systems within 5 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within 1 day after the Security Fix has been validated as not affecting the System.

I. All other vulnerabilities shall be remediated as specified in this paragraph in a timely manner based on risk, but within 60 days of discovery or disclosure.

Exceptions to this paragraph (e.g. for the convenience of VA) shall only be granted with approval of the contracting officer and the VA Assistant Secretary for Office of Information and Technology.

5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE

a. For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, contractors/subcontractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerability scanning, system patching and change management procedures, and the completion of an acceptable contingency plan for each system. The contractor's security control procedures must be equivalent, to those procedures used to secure VA systems. A Privacy Impact Assessment (PIA) must also be provided to the COR and approved by VA Privacy Service prior to operational approval. All external Internet connections to VA's network involving VA information must be reviewed and approved by VA prior to implementation. Adequate security controls for collecting, processing, transmitting, and storing of Personally Identifiable Information (PII), as determined by the VA Privacy Service, must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of VA. These security controls are to be assessed and stated within the PIA and if these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.

b. Outsourcing (contractor facility, contractor equipment or contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (authorization) (C&A) of the contractor's systems in accordance with the latest version of VA Handbook 6500.3, Certification and Accreditation and/or the VA OCS Certification Program Office. Government-owned (government facility or government equipment) contractor-operated systems, third party or business partner networks require memorandums of understanding and interconnection agreements (MOU-ISA) which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.

c. The contractor/subcontractor's system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the ISO for entry into VA's POA&M management process. The contractor/subcontractor must use VA's POA&M process to document planned remedial actions to address any deficiencies in information security policies,

procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the government. Contractor/subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with contractor/subcontractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested and re-authorized per the latest version of VA Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.

d. The contractor/subcontractor must conduct an annual self-assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COR. The government reserves the right to conduct such an assessment using government personnel or another contractor/subcontractor. The contractor/subcontractor must take appropriate and timely action to correct or mitigate any weaknesses discovered during such testing, at no additional cost.

e. VA prohibits the installation and use of personally-owned or contractor/subcontractor-owned equipment or software on VA's network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security controls required for government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is configured with a VA-approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.

f. All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with the latest version of VA Handbook 6500.1, *Electronic Media Sanitization* upon: (i) completion or termination of the contract or (ii) disposal or return of the IT equipment by the contractor/subcontractor or any person acting on behalf of the contractor/subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the contractors/subcontractors that contain VA information must be returned to the VA for sanitization or destruction or the contractor/subcontractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of termination of the contract.

6. 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 via email 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.

7. 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. However, it is the policy of VA to forgo collection of liquidated damages in the event the contractor provides payment of actual damages in an amount determined to be adequate by the agency.

b. The contractor/subcontractor shall provide notice to VA of a "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

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

- (1) Nature of the event (loss, theft, unauthorized access);
- (2) Description of the event, including:
 - (a) date of occurrence;
 - (b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- (3) Number of individuals affected or potentially affected;
- (4) Names of individuals or groups affected or potentially affected;
- (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- (6) Amount of time the data has been out of VA control;
- (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- (8) Known misuses of data containing sensitive personal information, if any;
- (9) Assessment of the potential harm to the affected individuals;
- (10) Data breach analysis as outlined in the latest version of 6500.2 Handbook, *Management of Security and Privacy Incidents*, as appropriate; and
- (11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

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

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

8. 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.

9. 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:

(1) 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;

(2) Successfully complete the *VA Privacy and Information Security Awareness and Rules of Behavior* training and annually complete required security training;

(3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and

(4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access. *This training will be specified by the COR.*

a. 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.

b. 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.

10. GOVERNMENT FURNISHED PROPERTY AND FACILITIES

The Contractor shall ensure adequate Local Area Network (LAN)/Internet data information and system security in accordance with VA standard operating procedures and standard Blanket Purchase Agreement and TO language, conditions, laws and regulations. The Contractor's firewall and web server shall meet or exceed the Government minimum requirements for security. All Government data shall be protected behind an approved firewall. Any security violations or attempted violations shall be reported to the VA project manager and VA ISO as soon as possible. The Contractor shall follow all applicable VA policies and procedures governing information security, especially those that pertain to certification and accreditation.

All Contractor employees under this Contract are required to complete the VA's online Cyber Security and Privacy Awareness Training course(s) annually. Contractors must provide signed certification of completion to the CO during each year of the Blanket Purchase Agreement. This requirement is in addition to any other training that may be imposed on the Contractor, the CO or other VA organizations.

All persons requiring access to VA information systems shall sign a Contractor Rules of Behavior Notice for those systems before being given access, and

annually thereafter. A completed VA form 9957 must be submitted for each employee requiring access to a VA system.

All computer systems residing on VA premises or under VA control will be administered by VA System Administration staff. Contractor personnel shall be granted only the least access required to accomplish activities associated with this contract.

All employees of the Contractor must sign a non-disclosure agreement regarding release of data and information pertaining to the Contract and publication of data and information of material related to the project.

The Government will provide the Contractor the following:

1. Access rights to the VA Network.
2. Access to VA Email.
3. VPN access to VA Network or, if not feasible, access to the VA Network via the facility in Salt Lake City, Utah.
4. Access rights to any applications and data stores requisite in performing the analyses outlined above.
5. In the instance that specific Government required software cannot be sufficiently accessed via the VA Citrix Gateway, the Government will provide GFE to ensure work can be accomplished and delivered in accordance with contractual requirements.

Government Furnished Information

VA will provide access to all documentation referenced within the PWS via the PE SharePoint Document Library or will provide documentation via email attachments. This includes GFI developed by other PE domains and drafts needed for collaboration among these domains.

The parties agree that no communications or interactions between VA and the contractor, its officers, employees, or agents may be recorded without prior written consent of all participants of the communication.

11. CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

The following security requirements must be addressed regarding Contractor-supplied equipment: Contractor-supplied equipment, PCs of all types, equipment with hard drives, and so forth for contract services must meet all security requirements that apply to GFE and Government Owned Equipment (GOE). Security Requirements include: a) VA Approved Encryption Software must be installed on all laptops or mobile devices before placed into operation, b) Bluetooth equipped devices are prohibited within the VA; Bluetooth must be permanently disabled or removed from the device, and c) Equipment must meet

all sanitization requirements and procedures before disposal. The COR, CO, PM and the ISO must be notified and verify all security requirements have been adhered to.

1. Information made available to the Contractor/Sub-Contractor by VA for the performance or administration of the TO or information developed by the Contractor/Sub-Contractor in performance or administration of the TO 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/Sub-Contractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).
2. VA information should not be co-mingled, if possible, with any other data on the Contractors/Sub-Contractor'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 Sub-Contractor 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.
3. Prior to termination or completion of the TO, the Contractor/Sub-Contractor must not destroy information received from VA, or gathered/created by the Contractor in the course of performing the TO without prior written approval by the VA. Any data destruction done on behalf of VA by a Contractor/Sub-Contractor must be done in accordance with 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 the 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 CO within 30 days of termination of the TO.
4. The Contractor/Sub-Contractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the TO 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 TO, or if NIST issues or updates applicable FIPS or SP after execution of this TO, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this TO.

5. The Contractor/Sub-Contractor 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/Sub-Contractor electronic storage media for restoration in case any electronic equipment or data used by the Contractor/Sub-Contractor 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.
6. If VA determines that the Contractor has violated any of the information confidentiality, privacy and security provisions of the TO, it shall be sufficient grounds for VA to withhold payment to the Contractor or third party terminate the TO for default or terminate for cause under FAR part 12.
7. The Contractor/Sub-Contractor 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.
8. The Contractor/Sub-Contractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.
9. Except for uses and disclosures of VA information authorized by this TO for performance of the TO, the Contractor/Sub-Contractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The Contractor/Sub-Contractor must refer all requests for, demands for production of, or inquiries about VA information and information systems to the VA CO for response.
10. Notwithstanding the provision above, the Contractor/Sub-Contractor 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/Sub-Contractor is in receipt of a court order or other requests for the above mentioned information, that Contractor/Sub-Contractor shall immediately refer such court orders or other requests to the VA CO for response.
11. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or a MOU-ISA for system interconnection, the Contractor/Sub-Contractor must complete a CSCA on a yearly basis and provide it to the COR.

12. Position Sensitivity and Background Investigation - The position sensitivity and the level of background investigation commensurate with the required level of access is:

- Low/National Agency Check with Written Inquiries (NACI)

Position Sensitivity	Background Investigation (in accordance with 7010 Handbook Appendix A)
Low	A NACI is conducted by the Office of Personnel Management (OPM) and covers a five-year period. It consists of a review of records contained in the OPM Security Investigations Index (SII) and the DoD Defense Central Investigations Index (DCII), Federal Bureau of Investigation (FBI) name check, FBI fingerprint check, and written inquiries to previous employers and references listed on the application for employment. In VA it is used for non-sensitive or Low Risk positions.
Moderate	A MBI is conducted by OPM and covers a five-year period. It consists of a review of National Agency Check records [OPM (SII), DOD DCII, FBI name check, and a FBI fingerprint check], a credit report covering a period of five years; written inquiries to previous employers, references listed on the application for employment; an interview with the subject, spouse, neighbors, supervisor, and co-workers; and a verification of the educational degree.
High	Background Investigation. A background investigation is conducted by OPM and covers a 10 year period. It consists of a review of National Agency Check records [OPM SII, DOD DCII, FBI name check, and a FBI fingerprint check report], a credit report covering a period of 10 years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, spouse, neighbors, supervisor, and co-workers; and a verification of the educational degree.