

B.4 PERFORMANCE WORK STATEMENT (14 June 2018)

PERFORMANCE WORK STATEMENT (PWS)

Ambulance Service

Advanced and Basic Life Support for Cincinnati VAMC

14 June 2018

1. GENERAL DESCRIPTION:

a) This is a non-personal services contract to provide Advanced Life Support (ALS) and Basic Life Support (BLS) ambulance service for the Cincinnati VA Medical Center (Cincinnati VAMC) located at 3200 Vine Street, Cincinnati, OH 45220. The government shall not exercise any supervision or control over either the contractor or any sub-contractors performing services under this contract. The contractor shall provide all ALS and BLS ambulance service on a 24-hours per day and 365 days per year basis as required in accordance with the terms and conditions of this PWS and the contract.

b) The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform ALS and BLS service as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

c) The contractor shall furnish vehicles sufficient to provide full and complete coverage for pick-up and delivery of all veteran patients requiring transport in accordance with the terms and conditions of this contract for the locations specified herein. The contractor shall be responsible for providing patient pick-up and delivery as necessary from community hospitals and VA facilities within and outside the service area which may include personal residence of the patient as requested by the COR in accordance with the procedures specified within this PWS. The trip rate provided in any category shall be all-inclusive regardless of time of day as agreed to in the price schedule of the resultant award.

d) The contractor shall be required to provide patient pick-up and deliveries from community hospitals and VA facilities within and outside the service area which may include the personal residence of the patient as requested by the COR in accordance with the procedures specified within this PWS. The trip rate provided in any category shall be all-inclusive regardless of time of day as agreed to in the SCHEDULE OF SERVICE – PRICE SCHEDULE established in the awarded contract.

e) Contract, Task Order(s) and Performance Period. The government intends to award a single-award indefinite-delivery indefinite quantity (IDIQ) type contract for the effort specified herein. Upon award of the IDIQ contract, the government intends to issue a task order for ALS and BLS ambulance transportation for the Base Period (A) as specified in the price schedule for patient transports to, from, and with the states of Ohio and Indiana for VAMC Cincinnati. The government also intends to issue a task order for ALS and BLS ambulance transportation for the Base Period (B) as specified in the price

schedule for patient transports to, from, and within the Commonwealth of Kentucky for VAMC Cincinnati as deemed appropriate by the government which include the following:

- **Base Period | Ohio, Indiana and Common of Kentucky:** 22 January 2019 to 21 January 2020
- **Base Period | Ohio, Indiana and Common of Kentucky:** 22 January 2020 to 21 January 2021
- **Base Period | Ohio, Indiana and Common of Kentucky:** 22 January 2021 to 21 January 2022
- **Base Period | Ohio, Indiana and Common of Kentucky:** 22 January 2022 to 21 January 2023
- **Base Period | Ohio, Indiana and Common of Kentucky:** 22 January 2023 to 21 January 2024

e) Task Order Issuance | Base and Option Periods (If Any): The base and option periods (if any) specified in the SCHEDULE OF SERVICES - PRICE SCHEDULE shall be exercised at the discretion of the government through the issuance of a task order for the entire period of performance.

e) Authority to award of this effort is in accordance with FAR Part 13.5 (Simplified Procedures for Certain Commercial Items).

2. GENERAL REQUIREMENTS AND CONTRACTOR RESPONSIBILITY:

a) Ohio and Indiana. – The contractor shall provide ALS and BLS ambulance transportation service to, from, and within the states of Ohio and Indiana for VAMC Cincinnati. The contractor shall provide all required labor, material, supplies, equipment, and supervision of contractor personnel necessary to perform Advanced Life Support (ALS) and Basic Life Support (BLS) ambulance services which shall include but not limited to transportation to, from, and within the states of Ohio and Indiana for the following locations:

- Ohio: Cincinnati VA Medical Center (VAMC) located at 3200 Vine Street, Cincinnati, OH 45220
- Ohio: VA Nursing Home Care Unit (NHCU) located at VA Medical Center at 3200 Vine Street, Cincinnati
- Ohio: CBOC Hamilton, 1755-C South Erie Highway, Hamilton, OH 45011;
- Ohio: CBOC Georgetown located at 4903 State Route 125, Georgetown, OH 45121;
- Ohio: CBOC Clermont located at 4600 Beechwood Road, Cincinnati, OH 45244;
- Indiana: CBOC Dearborn located at 1600 Flossie Drive, Greendale, IN 47025.
- Patient(s) residence as appropriate as specified herein by the COR(s) designated by the CO.

b) Kentucky – The contractor shall provide ALS and BLS ambulance transportation service to, from, and within the Commonwealth of Kentucky. The contractor shall provide all required labor, material, supplies, equipment, and supervision of contractor personnel necessary to perform ALS and BLS ambulance services which shall include but is not limited to transportation to, from, and within Commonwealth of Kentucky for the following locations:

- Kentucky: Domiciliary located at 1000 South Ft Thomas Avenue, Ft Thomas, KY 41075
- Kentucky: CBOC Bellevue located at 103 Landmark Drive, Bellevue, KY 41073;
- Kentucky: CBOC Florence located at 7711 Ewing Blvd., Florence, KY 41042; and
- Patient(s) residence as appropriate as specified herein by the COR(s) designated by the CO.

c) The contractor shall provide ambulance transportation services for patients (or beneficiaries) of the Department of Veterans Affairs as established herein. The contractor shall provide all services necessary to execute the full range of paramedic and ambulance services as provided in the local community. Performance shall be continuously compliant with the requirements contained within this PWS to include but not limited to the standards established by the Ohio Emergency Medical Services, Ohio Administrative Code, and all applicable Federal, State and local rules, regulations, and procedures and industry standards as appropriate:

- Ohio Emergency Medical Services:
 - <http://www.ems.ohio.gov/>
 - <http://www.ems.ohio.gov/critical.aspx#scope>
- Ohio Administrative Code:
 - <http://codes.ohio.gov/oac/4766-2>

d) The contractor shall conduct all patient transports as described herein designated primary Contracting Officer's Representative (COR), alternate COR and or designated representative as specified with the cognizant Contracting Officer (CO). The contractor shall under no circumstances correspond or directly interact with any patient (or beneficiary) or solicit from any patient (or beneficiary) of the VA.

e) The contractor is NOT authorized to access any government Information Technology (IT) systems, networks, or equipment during the performance of this contract.

f) The Contracting Officers Representative (COR) will designate an area within the Cincinnati VAMC (upon contract award) that the contractor may utilize to set-up a stand-alone contractor printer that is off-line from all government IT systems. The purpose of this designated area is to provide a location within the Cincinnati VAMC where the contractor may be allowed to printout contractor generated patient care reports as necessary to comply with the terms and conditions of this contract. Any and all IT equipment that the contractor may utilize during the performance of this contract is NOT authorized to access any government IT systems, networks, or equipment during the performance of this contract.

g) The contractor shall be responsible for furnishing and maintaining their own IT equipment (i.e. printers, laptops, etc.) as necessary to comply with the terms and conditions of this contract.

3. DEFINITIONS/ACRONYMS:

Administrative Contracting Officer (ACO): An individual designated by the Contracting Officer who is authorized to commit and obligate the government through the life of the contract, with consent from the Contracting Officer.

Medical Administrative Assistant (MAA): The Medical Administrative Assistant (MAA) is a management position located in the Patient Business Services and Transfer Center and is the central point-of-contact after normal duty hours, (1600-0800) is responsible for all medical, legal, and administrative functions of the health care facility. The MAA maintains the operations of all administrative activities during these hours, investigating all problems and incidents which may occur during the tour of duty, and assume full administrative responsibility in the event of an emergency or disaster until relieved by the appropriate personnel. The MAA is to represent the Medical Center Director and the Chief of Patient Business

Services (PBS) on all administrative matters occurring when assigned to other than a normal tour of duty. The MAA provides administrative support during at least 66% of all the overall operation tours at this Medical Center. Coordination of all contacts received by the health care facility during irregular hours, serving in the capacity of MAA and as a medical-legal resource person for all contact from the Medical Center Director's prerogative in matters occurring during the tour of duty, represents management in (non-policy making) administrative matters; represents management in matters pertaining to the lawful retention of Veterans in the VAMC; maintains continuity of functions and provides full medical administrative support during other than normal tours of duty to clinical and administrative medical center staff; is responsible for achieving management objectives and supporting the decisions of management in carrying out their duties; and provides technical guidance necessary to meet procedural, legal, and administrative requirements relating to the care and treatment of patients to achieve optimum use of available resources.

Advanced Life Support (ALS): Advanced Life Support shall be provided by ambulance vehicles containing at a minimum an on-board Paramedic, Cardiac monitoring, Advanced Life Support drugs and procedures, Advanced airway management and Medication monitoring and administration, and provide restraint and seclusion management when needed in accordance the requirements specified herein.

Base Rate: Base Rate is defined as the rate paid for one-way transportation and handling of a patient, from a designated pick-up point to a designated delivery point. This rate will be paid for all authorized one-way trips ordered under this contract action up to 20 miles.

Beneficiary: Veterans and others determined to be eligible for benefits by the VA.

Basic Life Support (BLS): Basic Life Support shall be provided by ambulance vehicles containing at a minimum, an on-board Emergency Medical Technician (EMT), Basic airway management and IV keeping vein open (KVO) without additives. The contractor shall also provide restraint and seclusion management when needed in accordance with the requirements specified herein.

Class D Operators License: Defined by the Ohio Department of Motor Vehicles as a driver's license issued to a person to operate a motor vehicle, or motor driven cycle, other than a commercial motor vehicle and includes probationary license, restricted license, and any operators or chauffeurs license issued before January 1, 1990. All operator licenses shall in which the contractor renders services must meet all Federal, state and local requirements as appropriate.

Contracting Officer (CO): The VA official with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings, and is a member of the vehicle inspection team.

Community Based Outpatient Clinic (CBOC): Community Based Outpatient Clinic

Contractor: The term "contractor" as used herein refers to both the prime contractor and his employees, and any subcontractors and their employees. The contractor shall be responsible for assuring that his subcontractors comply with the provisions of this contract.

Contracting Officer's Representative (COR): The VA official or officials that work under the authority of the government Contracting Officer responsible for providing technical clarification and guidance for

authorized work authorized work within the scope and in accordance with the terms and conditions of this contract as specified in the COR designation letter. Responsibilities include but are not limited to the certification of invoices submitted by the contractor, providing technical guidance for authorized work within scope, overseeing technical aspects of the contract, and performing duties as an assigned member of the vehicle inspection team.

Contracting Officer's Technical Representative (COTR): The VA official or officials that work under the authority of the government Contracting Officer responsible for placing patient transport requests for authorized work within the scope and in accordance with the terms and conditions of this contract as specified in the COTR designation letter.

Emergency Medical Technician (EMT): A person who is specially trained and certified to administer basic emergency services to victims of trauma or acute illness before and during transportation to a hospital or other healthcare facility.

Excusable Delays: The contractor shall respond to all calls for ambulance transport service by being on-site at the designated VA facility within 1 hour after notification. STAT notifications require a 20-minute response time. Should the time period for pick-up, stated herein, be physically impossible due to location of veteran beneficiary, the contractor shall contact the appropriate individual at the VA (from a list of extensions which shall be provided to the contractor from the PBS department and the CBOC locations) and proceed to inform him/her of the anticipated time required for pick-up and delivery of said patient.

Full Service: 24 hours per day, 365 days per year, including all holidays.

KVO: Keeping vein open- a rate for infusing IVs.

Cincinnati Department of Veterans Affairs Medical Center (hereinafter called the VAMC): Cincinnati VA Medical Center, 3200 Vine Street, Cincinnati, OH 45220.

Not to Exceed (NTE): The price and/or quantity that the contract or purchase order shall not exceed.

Nursing Home Care Unit (NHCU): Nursing Home Care Unit

No Patient: Invoicing and payment is allowed to the contractor for scheduled pick-ups for circumstances beyond the contractor's control (patient refuse pick-up, patient not home, patient not medically/mentally suitable for transportation, or other extenuating patient circumstances). This charge shall only be assessed on actual trips to the patient pick-up point, and shall not be assessed on scheduled pick-ups that are cancelled in advance by the VA and/or the patient. Immediate notification to the COR within 15 minutes is required.

Medical Transportation Organization (MTO): MTO has the same meaning as emergency medical service organization as defined in division (H) of section 4766.01 of the Revised Code.

Ohio Medical Transportation Board (OMTB): OMTB certification is required to perform services in accordance with the terms and conditions established herein.

Paramedic: A specially trained medical technician licensed to provide a wide range of emergency services (as defibrillation and the intravenous administration of drugs) before or during transportation to a hospital

Patient Business Service (PBS): An administrative department which processes patients' medical records, appointments, etc.

Quality Assurance: Those actions taken by the Government to assure the services provided by the contractor meet the requirements of the contract.

Quality Control: Those actions taken by the Contractor to monitor/control the production of goods or services so they will meet the requirements of the contract.

Run sheet: Clinical documents showing what occurred during the ambulance trip. PBS requires a copy for the patient's chart.

Scheduled Trip(s): The term "scheduled trip" as used in this solicitation/contract, refers to those trips in which the contractor has been given advanced notice (advanced notice is defined as a notice given by 4:30 p.m. the prior business day) of required services and a specific pick-up time.

Sub-contractor(s): The contractor (or prime contractor) may sub-contract a nominal amount of patient transports only during periods of unusually high demand as needed to ensure full compliance with the terms and conditions of this contract. The contractor (or prime contractor) is fully responsible for the performance of all sub-contractor(s) and shall ensure that all sub-contractor(s) are fully compliant with the terms and conditions of this contract at all-times. In addition, the contractor (or prime contractor) shall ensure that all sub-contractor(s) clearly identify themselves as a sub-contractor performing services for the contractor (or prime contractor) in all written correspondence (i.e. log books, patient transport sheets, etc.) and verbal exchanges with government representatives for all patient transportation runs.

The Joint Commission: A national organization dedicated to improving the care, safety, and treatment of patients in a health care facility and environment.

Same Day Trip(s): Trips scheduled the same day as used in this solicitation/contract refer to those trips required on an as needed basis with little notice. The cost shall be the same for same day and prescheduled trips.

Task Orders: Award of a funded task order for the appropriate period of performance is required prior to the commencement of any/all work in accordance with FAR part 16.506 as specified herein.

Universal Precautions: Standard precautions when it's anticipated that an individual may come into contact with a blood or body fluid while performing normal duties, requiring the individual to wear personal protective equipment (e.g., gloves).

Waiting: Waiting, as used in this solicitation/contract, is defined as the time required and verified by authorized medical facility personnel for the contractor to wait at designated pick-up and/or delivery points commencing after the required arrival check-in with the individual(s) scheduling the travel.

Waiting Grace Period: The Waiting Grace Period is defined as fifteen (15) minutes prior to the time waiting charges commence. The base rate for ambulance services shall include a fifteen (15) minute waiting grace period at origin and destination. After the 15-minute grace period charges are applied in 15-minute increments.

4. VEHICLES AND EQUIPMENT

a) The contractor shall ensure that all ambulance vehicles and equipment utilized to perform services under this contract all meet all applicable Federal, State, and local requirements for insurance, licensing, registration, and equipment. Furthermore, the contractor shall ensure that all ALS and BLS vehicles performing under this contract comply with all applicable state of Ohio and local laws, rules, regulations and procedures as appropriate to include but not limited to the Ohio Administrative Code, Ohio Guidelines, the Ohio Medical Transportation Board Administrative Code (Chapter 4766-2 Ambulance) available for reference on-line to include but not limited to the following:

- <http://www.ems.ohio.gov/>
- <http://codes.ohio.gov/oac/4766-2>
- <http://codes.ohio.gov/oac/4766-2-10v1>

b) The contractor shall not be permitted to borrow medical equipment from the Medical Center. The contractor shall provide all medications required while in transport, sheets and blankets, and other equipment and supplies required for use while in transport. The contractor shall at no time and under any circumstances exchange supplies, equipment and/or medications with VA. The prices quoted in the SCHEDULE OF SERVICES – PRICE SCHEDULE of the resultant award shall be inclusive of all supplies and materials to include consumables necessary to perform all services required for this effort. The vehicles utilized by the contractor shall have all equipment required to provide critical patient care and transport in accordance with the terms and conditions of this PWS and the resultant contract.

c) The contractor shall be responsible for sharps disposal as appropriate in accordance with all applicable Federal, State, and local requirements.

d) The contractor shall ensure that all additional items such as first aid kits, flashlights, warning triangles, ice scrapers, blankets, etc. shall be secured and stored below the level of seat backs.

e) The contractor shall ensure that all dry chemical fire extinguishers are securely mounted in a bracket and readily accessible to the driver in an emergency which shall be serviced annually and bear a tag indicating the dates of all inspections.

5. STANDARDS FOR VEHICLE MAINTENANCE

a) The contractor shall maintain all vehicles in a clean and orderly condition, free of debris and accumulations which may create an accident, injury, or fire hazard.

b) The contractor shall maintain vehicles in accordance with manufacturer's recommended maintenance schedule or an improved schedule based on actual vehicle operation conditions.

- c) The contractor shall correct any deficiency that might interfere with safe operation of vehicle before vehicle is placed in service.
- d) The contractor shall ensure vehicle windows are free of obstructions and lights are kept clean so that they can be easily seen when in operation.
- e) The contractor shall keep the interior of vehicles clean and in good repair.
- f) The contractor shall maintain (and furnish upon request) procedures that outline preventive maintenance and/or repairs on each vehicle in an individual vehicle file and in chronological order, latest service on top. A statement from the Contractor indicating compliance of vehicle maintenance files is in place should be submitted at time of offer for evaluation purposes. Requested submission and verification of these documentation requirements will be a quality assurance procedure during the contract period.
- g) Maintenance procedures shall adhere to all state and local requirements necessary to perform the scope of work specified herein.

6. EMT, PARAMEDIC AND DRIVER QUALIFICATIONS

- a) The *Cincinnati Department of Veterans Affairs Medical Center (Cincinnati VAMC)* reserves the right to restrict any contractor employee from performing services under this contract who does not meet the required qualifications for the services they are required to perform, and who violates Federal, State or local regulations, or are identified as a potential threat to the security, safety, health and/or operational mission of the VA and its veteran population. The restriction of such contractor personnel shall not relieve the contractor from performing all the required services, in accordance with all terms, conditions, and schedule contained herein.
- b) The contractor shall furnish qualified personnel as required by contract specifications to accomplish all services under this contract.
- c) The contractor shall ensure that all personnel performing services for the VA under this contract conduct themselves in a professional manner at all times with the name of the company and name of the employee affixed to the uniform of all contractor personnel. The contractor shall be responsible for furnishing all vehicles, uniforms, nametags and/or badges for performance of services under this contract. Employee identifications shall be worn in clear view above the waist. The contractor personnel shall not smoke or play loud music originating from any device in vehicles while transporting VA patients.
- d) The contractor shall employ personnel who are fluent in English and are able to speak and understand English as required to transport the patients successfully.
- e) Contractor personnel shall ensure that the patient is secured to the stretcher/cot and that the stretcher/cot is secure in the back of the ambulance before the vehicle is in motion.
- f) Ambulance and Vehicle Drivers. The contractor shall ensure that all drivers performing services under this contract shall have a valid driver's license, in accordance with Federal, State and local government

requirements for their place of operation for the services they perform, be capable of administering oxygen and shall have successfully completed the standard and advanced first aid course of the American Red Cross of U.S. Bureaus of Mines of equivalent and be capable of providing necessary medical assistance to the attending emergency medical technician or paramedic to include but not limited to the following:

- i) Possess a driver's license that is valid for the class of vehicle driven and, if required under Ohio Statutes (or other state equal), evidence of a special transportation service vehicle permit or endorsement issued by the commissioner of public safety in accordance with all applicable state and local laws, rules, regulations and procedures as appropriate.
- ii) Be at least 18 years of age and have not less than one year of experience as a licensed driver; and for the past three years:
 - *Have not had a driver's license canceled or suspended under Ohio Statutes (or other state equal);*
 - *Have a driving record clear of convictions for operating a motor vehicle or motorcycle without insurance as required by Ohio Statutes (or other state equal);*
 - *Have a driving record clear of convictions for driving a motor vehicle without a valid current license for the class of vehicle driven; and*
 - *Have a driving and criminal record clear of convictions for driving under the influence of alcohol or a controlled substance under Ohio Statutes (or other state equal);*
 - *Have a record clear of criminal convictions of crimes or pending criminal indictments against persons, and crimes or anticipatory crimes reasonably related to providing special transportation services. This must be documented by a formal background check.*

g) Emergency Medical Technician (EMT) and Paramedic Qualifications. All EMT and Paramedic contractor personnel providing services under this contract shall have the following qualifications, in additions to those required by Federal, State, and Local Government:

- i) Shall have completed all training required in accordance with the standards published by the Department of Health and Human Services with a minimum curriculum of 150 hours or equivalent including an in-hospital training period. Such training programs must also be acceptable under the regulating requirements for local EMS Systems supported by DHHS under PL 93-154, Federal Register 39:24304. (1974).
- ii) Shall submit evidence of equivalent training program, which has been successfully completed, to the Contracting Officer.
- iii) Shall be certified, licensed or otherwise officially recognized by the local, state or regional government or public entity where the emergency ambulance service is operated or by which it is governed.
- iv) The contractor shall attend all refresher continuing education, or advanced training programs as required by the local or state government entity in which service is rendered. In no instance shall this be less frequent than every two (2) years. Such refresher training shall be

equivalent to that developed by the Department of Transportation, National Highway Safety Administration.

v) The contractor shall ensure that all contractor personnel comply with the Ohio EMS Scope of Practice and approved regional protocol to include but not limited to the Academy of Medicine of Cincinnati Protocols for Southwest Ohio Pre-Hospital Care for reference as follows:

- <https://static1.squarespace.com/static/53c1a2cce4b0e88e61f99b70/t/53fb9d77e4b097b8f588f1f7/1408998775472/2014+EMS+Protocols+12-26-13.pdf>
- http://www.publicsafety.ohio.gov/links/ems_Guidelines-Emergency-Medical-Responders.pdf
- http://www.publicsafety.ohio.gov/links/ems_Guidelines-Procedures-Manual.pdf
- <http://www.ems.ohio.gov/>
- <http://codes.ohio.gov/oac/4766-2>

7. PASSENGER TRANSPORTATION

a) The contractor shall provide ALS and BLS service based on the understanding that the patient plus one (1) additional passenger, family member or care giver policy shall be executed at the discretion of the transport crew based on the size of the vehicle in accordance with the technical direction provided by the government representative(s) designated by the Contracting Officer.

b) Drivers and passengers shall use seat belts/securement devices at all times.

c) There shall be no smoking by the driver, attendants, or passengers while in the vehicle or on the Medical Center Campus unless in a designated smoking area.

d) The contractor is required to provide “through the door service” for patients to and from their designated appointments. Through the door service” is defined as patients being picked up either on the ward, in their homes, in their clinic or at other stated areas and taken to their stated destination or appointment with proper transfer of patient care to an equal or higher level of care. On the return trip, the contractor will return the patient to either the designated ward, inside his/her home, or to other stated areas.

e) No unauthorized stops shall be permitted. An unauthorized stop is any stop not necessary for patient care. In the event an emergency arises while in transit, the contractor shall transport the patient to the closest facility that can mitigate the emergency.

f) The contractor shall be required to transport non-ambulatory veterans on gurneys and litters who are not in need of emergency transportation or medical attention.

g) Upon delivery or pick-up of a patient, the contractor shall log in the patient on a log sheet at the location designated at the facility. The contractor shall provide the following information on the log sheet:

1. Patient name,
2. Last four of the patient's Social Security Number,

3. Time of delivery or pick-up,
4. Point of origin or destination, and
5. Name of Contractor personnel picking or delivering patient.

h) If a VA beneficiary being transported declines to be properly secured or removes the securement devices himself/herself, the driver shall notify the Contracting Officer's Representative (COR) of this fact prior to departure. The contractor is not required to transport any VA beneficiary who refuses to be properly secured while being transported. In the event that the VA beneficiary refuses to be properly secured, they shall be returned to the building from which they were pick-up up from.

i) An authorized official of the VA Medical Center, either the designated COR or COTR(s), in the best interest of the patient may allow one (1) relative (or concerned other individual as authorized) to accompany the patient at no additional cost to the Government. The relative (or concerned other individual as authorized) shall be transported home with the beneficiary if approved by an official of the VA Medical Center. The beneficiary will also be allowed to carry with her or him one (1) bag of luggage during his or her transport. Prior to contract performance, the Contracting Officer shall provide the contractor with a list of names (or position titles) and phone numbers of authorized Government COR personnel who may request services. This list will be updated and submitted to the contractor as changes occur. Services rendered in response to requests from other than authorized personnel shall be at the risk of the contractor and any costs related thereto shall be borne by the contractor.

j) The contractor is required to notify the COR of any unusual events, including but not limited to accidents, safety problems and deviations in transportation that occur and involve any VA beneficiary being transported under this contract. This notification will be made within 15 minutes by telephone to the COR and AOD during normal working hours. A written report using email or company letterhead of the event will be delivered to the COR within 24 hours. Failure to comply with this provision may be grounds for default.

k) The patient pick-up/drop-off location at the Cincinnati VA Medical Center will be in Room C135a for scheduled appointments. The patient pick-up/drop-off location for any CBOC will be the main entrance of that the respective CBOC. If waiting time is necessary, the vehicle must park in the appropriately designated general parking lot areas.

l) The patient may bring with her or him up to three (3) liters of oxygen. The contractor shall be responsible for providing adequate and safe storage of the oxygen tanks during transport.

m) If or when patient's medical records are transported, the contractor shall ensure that Health Insurance Portability and Accounting Act (HIPAA) guidelines are followed.

n) Patients will be entitled to transport one certified trained service animal. No pets are to be transported at any time. A. VHA Directive 1188, Animals on Veterans Health Administration (VHA) Property, dated August 26, 2015.

8. RESPONSE TIMES AND HOURS OF OPERATION | PATIENT TRANSPORTATION

a) **Hours of Operation.** The contractor shall provide ALS and BLS service on a 24-hours per day and 365-days per year basis at the request of the authorized government representative specified herein in accordance with the terms and conditions of this contract. All vehicles shall be maintained and furnished in accordance with Federal, State and Local laws and regulations to allow for the timely transport of all veteran patients under this contract. The contractor shall respond to each request for patient transport (or travel consult) in accordance with all Federal, State, and Local regulations governing dispatch of emergency medical (ambulance) vehicles and medical care of on-board patients, to include the use of sirens and other measures to ensure timely arrival at the designated location.

b) **Electronic Transmissions.** The contractor shall have at all-times during contract performance on the contractor's premises the ability to receive, read, and transmit emails to and from the VA and have a functioning fax machine to communicate with the VA. If PII or PHI data is to be transmitted via email, the contractor shall ensure that all email messages are transmitted in an approved encrypted email format.

c) **Patient Transportation Requests (or Travel Consults).** A patient transportation request (or travel consult) is a government issued request for the contractor to transport a patient in accordance with the terms and conditions of this contract. All requests for transportation of patients under this contract shall be executed via the issuance of an authorized patient transportation request (or travel consult). The contractor shall perform services under this contract only upon receipt of a patient transportation request (or travel consult) issued in writing (normally via facsimile) by a government representative authorized by the Contracting Officer. Any patient transportation request (or travel consult) issued verbally by any authorized government representative should immediately be followed by a written copy of the verbally issued request (or travel consult). Patient transportation requests (or travel consults) shall only be issued by the primary COR, alternate COR and/or other authorized government representatives designated by the Contracting Officer. The contractor shall only be authorized to accept patient transportation requests (or travel consults) that are issued by those individual(s) authorized in writing by the government Contracting Officer. If the time requested for pick-up is determined to be physically impossible due to location of veteran beneficiary, the contractor shall contact the appropriate individual at the VA from a list of extensions (which shall be provided to the contractor by the PBS department and the CBOC locations) and inform the designated government representative of the anticipated time required for pick-up and/or drop-off of the patient. The designated government representative shall contact the designated contractor point of contact(s) and provide the following information when issuing all requests for patient transportation (or travel consult):

1. Mode of transportation required (ALS or BLS) and
2. Criticality of transportation required (Routine or STAT) and
3. Requested time of arrival and
4. Name of beneficiary and
5. Pick-up and drop-off point and
6. Medical condition/status of patient and

7. Type and number of additional medical care specialists required and
8. Type of equipment required and
9. Last four of the patient's Social Security Number and
10. Any other special instructions.

d) **Required Response Time | Routine Patient Transportation Requests (or Travel Consults):** A routine patient transportation request (or travel consult) may be either prescheduled or same-day pick up. A routine request may either be for Basic Life Support (BLS) or Advanced Life Support (ALS). For any routine transportation requests (or travel consult) that are pre-scheduled, the contractor shall arrive at the pickup location not later than the time specified on the request. When a routine transportation request (or travel consult) is placed on the same day, the contractor shall arrive at the requested patient transport location not later than one (1) hour after receipt of patient transportation request (or travel consult) from an authorized government representative. The government will annotate either BLS or ALS and mark as ROUTINE all patient transportation requests (or travel consults) that are routine.

e) **Required Response Time | STAT Patient Transportation Requests (or Travel Consults):** A patient transportation request (or travel consult) identified as STAT is considered to be a higher priority than a routine request. The medical abbreviation "STAT" is a common term utilized to denote a situation that is urgent or rush and is derived from the Latin word "statum" meaning immediately. STAT requests shall only be authorized to provide Advanced Life Support (ALS). All STAT requests (or travel consults) are considered urgent but non-emergency in nature. This contract should not be utilized to execute emergency transportation requests (or travel consults) unless there are unusual and compelling circumstances which have been fully justified by the government. All STAT patient transportation requests (or travel consults) must originate from within a two (2) mile radius of the Cincinnati Veterans Administration Medical Center (CVAMC). The contractor shall perform STAT runs under this contract only upon receipt of a STAT patient transportation request (or travel consult) issued in writing (normally via facsimile) by an authorized government representative that is designated by the Contracting Officer. The contractor is required to arrive at the requested patient transport location not later than 20 minutes after receipt of the STAT patient transportation request (or travel consult) from an authorized government representative. The government will annotate ALS and mark as STAT all patient transportation requests (or travel consults) that are STAT which must be medically justified as urgent in nature by the government.

9. CONFORMITY TO REGULATIONS

- a) The contractor and all contractor personnel performing services under this contract shall conform to all Federal, State and local regulations governing the performance of contracted services.
- b) VAMC facilities have been designated NO SMOKING areas in their entirety. Individuals found in violation of this no smoking policy may be subject to a \$50.00 federal citation for disregarding posted safety rules and regulations. Furthermore, the contractor may be directed to stop work. The contractor is to notify all of his/her employees and/or sub-contractors of this strict enforcement policy.
- c) The contractor must have the appropriate permits/licenses to perform the required services.

d) All services provided by the contractor shall comply with applicable current laws, regulations and standards of the appropriate regulatory body.

10. EVIDENCE OF COVERAGE

Before commencing work under the contract, the contractor shall furnish the Contracting Officer with a certification from his/her insurance company indication that the coverage outlined in this contract has been obtained and that it may not be changed or canceled during the term of the contract.

11. WAGE RATES AND SERVICES CONTRACT ACT

a) Wage Determination(s) as referenced in the solicitation are applicable to any resulting contract.

b) The contractor certifies by signature on this offer that all employees performing ALS and BLS services under this contract shall be paid at an hourly rate that is equal to or greater than those specified in the current Department of Labor (DOL) Wage Determination for Hamilton County, Ohio.

c) The Department of Labor has held that contractors must pay their employees the Service Contract Act wage while they are driving both to and from destinations for the VA. The Wage Determination is provided as an attachment to this contract.

d) The contractor shall ensure full compliance with all requirements of the Services Contract Act (SCA) during the performance of the resultant contract (if any) to include any task orders issued under the resultant contract.

12. INSPECTIONS

a) The VA reserves the right to inspect the contractor's equipment and vehicles and/or require documentation of compliance with contract specifications, and State laws, rules, regulations and guidelines governing emergency medical transport vehicles (ambulance). VA inspections of contractor facilities shall in no way constitute a warranty by the VA that the Contractor's vehicles and equipment are properly maintained. Inspections shall take place at the outset of the contract and on an as needed basis thereafter. To be in and remain in compliance, the contractor shall adhere to the Ohio Revised Code 4766, State Board of Emergency Medical, Fire, and Transportation Services and all applicable state laws, rules, regulations and procedures as appropriate. The VA reserves the right to restrict the contractor's use of equipment and vehicles which are in need of repair, unclean, unsafe, damaged on the interior or exterior body, and are not in compliance with contract specifications. The restriction of such equipment and vehicles shall not relieve the Contractor from performing in accordance with the strict intent and meaning of the contract without additional cost to the VA.

b) The VA reserves the right to have VA personnel, such as Contracting Officer, COR and COTRs (or their designee), observe and inspect contractor operations at any time during the term of this contract. The VA shall conduct scheduled or unscheduled site visits to observe and inspect contractor operations. A scheduled site visit is defined as a visit that the contractor is made aware of in advance. An unscheduled site visit is defined as a visit without advance notice.

13. PATIENT RIGHTS

- a) The contractor shall be courteous to VA beneficiaries and shall not smoke/play loud music while transporting patients. Patients may bring a reasonable amount of equipment, such as folding wheelchair, consumable medical supplies and personal suitcase.
- b) The contractor shall immediately notify the VA of any incidents involving injury to a VA patient during transport. The contractor shall complete and submit to the COR, the form entitled, Report of Accident within 24 hours. <http://vaww.va.gov/vaforms/va/pdf/VA2162.pdf>
- c) The contractor shall notify the COR in writing within 24 hours of any complaints made by the patients with regard to the ambulance service which shall include a fully completed VA Form 119 which is available at the following website: <http://vaww.va.gov/vaforms/va/pdf/VA119.pdf> The contractor may provide recommendations for improved services along with the patient complaints for the VA's review. No recommendation shall be construed as being effective until a written modification to the contract is executed by the Contracting Officer.
- d) Upon delivery or pick-up of all patients, the contractor shall log in the patient on a log sheet at the location designated at each individual facility. The following information shall be provide on the log sheet for each patient:
1. Patient name,
 2. Last four of the patient's Social Security Number,
 3. Time of delivery or pick-up,
 4. Point of origin or destination, and
 5. Name of Contractor personnel picking or delivering patient.

14. REQUIRED REPORTS AND DOCUMENTS

- a) Contractor Personnel Roster. The contractor shall submit to the CO and COR with fifteen (15) days of contract award the names of all employees that will perform services under this contract which must include the following information:
1. Name,
 2. Position,
 3. Title, and
 4. Work assignment area.
- NOTE: Thereafter, all changes shall be submitted to the COR within two (2) business days after the change(s) occur.
- b) Contractor Patient Care Report. The contractor shall provide a patient care report as part of the patient's permanent record at the time of drop-off of each individual patient. This patient care report shall include a record of the patient's vital signs, medications used, oxygen use, and any changes in the patient's condition. The list stated here shall not be construed as all inclusive, and the contractor shall provide all pertinent information.

15. NUMBER OF PATIENTS

The contractor shall not exceed vehicle capacity for the patient and one (1) passenger transported in vehicles.

16. WAITING TIME

a) Waiting charges shall commence 15 minutes from the time the contractor actually arrives at the designated pick-up and/or delivery points. For scheduled trips, waiting charges shall commence 15 minutes from the scheduled pick-up time.

b) If the designated pick-up/delivery points are at other than the Medical Centers and waiting beyond the required 15-minute grace period is anticipated, the contractor shall notify the individual requesting the travel as defined by the lists of points of contact stated in the solicitation. This call is only for the purpose of verifying the contractor's time of arrival at pick-up and/or delivery points and is not necessary if the contractor does not anticipate a delay for which waiting charges will be claimed.

17. SAFETY REQUIREMENTS

(a) In the performance of this contract, the contractor shall take additional safety precautions as determined necessary by the Contracting Officer or COR. If the contractor is advised of noncompliance issues, the contractor shall take immediate corrective action. Such notice shall be administered in writing to the contractor. If the contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or any part of the work and hold the contractor in default.

(b) When ambulance services are required, the contractor shall use universal precautionary measures for the prevention and control of the spread of infectious agents to all persons.

<https://www.osha.gov/SLTC/etools/hospital/hazards/univprec/univ.html>

(c) Safety practices shall adhere to all requirements listed herein as well as those set forth by The Ohio Medical Transportation Board Administrative Code, Chapter 4766-2 Ambulance and in accordance with all applicable state and local laws, rules, regulations and procedures as appropriate.

(d) Each licensed Medical Transportation Organization (MTO) shall comply with all Occupational Safety and Health Administration (OSHA) blood borne pathogens regulations as defined by 29 C.F.R. 1910.1030.

(e) A licensed MTO shall ensure that sanitation procedures are provided to all personnel in a written document that conforms to current standards as set forth in occupational safety and health administration-blood borne pathogens protocol.

(f) A licensed MTO shall maintain and follow a written sanitation plan that conforms to the latest blood borne pathogen standards as written by the occupational safety and health administration. The following documentation shall be maintained for each vehicle:

- (1) Sanitation schedule;
- (2) Date the sanitation was completed;
- (3) Documentation of who performed sanitation.

(g) All licensed MTOs shall establish a written policy governing the use of emergency lights and audible warning devices pursuant to section 4511.24 of the Revised Code which shall be made available for the board's inspection in accordance with all applicable state and local codes, laws, rules, regulations and procedures as appropriate.

18. PERFORMANCE REQUIREMENTS SUMMARY

(a) Scheduled Trips are trips requested in advance by a schedule, telephone, encrypted email, or fax; and are requested before 4:00 pm on the prior day. Scheduled patients are required to be brought to the location of their appointment no more than one hour prior to their scheduled appointment time and no later than their scheduled appointment time. Scheduled patients that have a round trip scheduled need to be transported within thirty (30) minutes for their return trips once they have notified the contractor that they have completed all their appointments. In the cases of inclement weather and/or traffic, the COR of the contract or the designee needs to be informed of each situation in which the patient will be brought in past his or her appointment time.

(b) Response time is within one hour of notification of need for a new not prescheduled trip. The contractor would be responsible for providing a vehicle to transport the patient home within one hour of the trip notification.

(c) When unforeseeable or uncontrollable conditions occur, such as, but not limited to severe storms, flooding, or other hazardous road and travel situations, time and distance qualifications shall be considered secondary to safety precautions. Any delays or exceptions to the required quality of services, due to such substantial difficulties, shall be reported to the Travel Office during normal business hours. Outside normal business hours, the Administrative Officer of the Day (AOD) for the medical center is to be contacted. The Contracting Officer will make a determination as to whether any such delays in service will be excused. VA will not be charged for trips canceled due to conditions listed within this paragraph.

(d) The COR and/or Alternate COR shall be responsible for verifying contract compliance. Any incidents of contractor noncompliance, as evidenced by the monitoring procedures in the Performance Requirements Summary, shall be forwarded to the Contracting Officer within one business day:

Performance Objectives	Performance Standard	Acceptable Quality Level (AQL)	Method of Monitoring
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1a) ROUTINE Runs On-Time	<p>ROUTINE Runs On-Time: The contractor shall arrive for patient pick-up <u>within sixty (60) minutes</u> of receipt of a patient transport request (or travel consult) from the COR or other individual as designated by the government Contracting Officer in writing.</p> <p>All return pickups shall be completed <u>within thirty (30) minutes</u> of notification that the patient has completed their appointment.</p> <p>ROUTINE Runs Late: Defined as a ROUTINE run completed in 60-90 minutes.</p> <p>ROUTINE Runs Excessively Late: Defined as a ROUTINE run completed in over 90-minutes.</p>	95% On-Time	<p>The COR will review the Ordering Log for any concerns regarding the performance of the service.</p>
1b) ROUTINE Runs Excessively Late	<p>ROUTINE Runs Excessively Late:</p> <p>Any patient transport which <u>exceeds ninety (90) minutes</u> from receipt of a patient transport request (or travel consult) from the COR or other individual as designated by the government Contracting Officer in writing and <u>return pick-ups which exceed sixty (60) minutes</u> of notification that the patient has completed their appointment will be considered “excessively late”.</p>	0% Excessively Late	<p>The COR will review the Ordering Log for any concerns regarding the performance of the service.</p>
1c) STAT Runs On-Time	<p>STAT Runs On-Time: The contractor shall arrive for patient pick-up <u>within twenty (20) minutes</u> for ALS and <u>within (30) minutes</u> for BLS from receipt of a patient transport request (or travel consult) from the COR or other individual as designated by the government Contracting Officer in writing.</p> <p>STAT Runs Late: Defined as a STAT run completed in 20-50 minutes.</p> <p>STAT Runs Excessively Late: Defined as a STAT run completed in over 50-minutes.</p>	99%	<p>The COR will review the Ordering Log for any concerns regarding the performance of the service.</p>
1d) STAT Runs Excessively Late	<p>STAT Runs Excessively Late</p> <p>The contractor shall arrive for patient pick-up <u>within fifty (50) minutes</u> from receipt of a patient transport request (or travel consult) from the COR or other individual as designated</p>	0%	<p>The COR will review the Ordering Log for any concerns regarding the performance of the service.</p>

	by the government Contracting Officer in writing.		
2) Permits, Licenses, and Certifications	The contractor shall maintain all appropriate permits, licenses and certifications as required by Federal, State and Local regulations for personnel, vehicles, facilities and the company.	100%	The COR will periodically perform site visits and request copies of current licenses as appropriate.
3) Invoicing and Billing Errors	Bills comply with services and price cost of the contract and the agreed upon Mileage Guide.	98%	The COR will perform random sampling of monthly trip tickets against monthly invoices.
4) Customer Satisfaction	Resolution of customer complaint(s) within two (2) working days.	95%	The COR will review all customer complaints and pursue appropriate resolution.
5) Uniforms/ Name Tags	All contractor personnel shall wear company uniform and name tag.	100%	The COR will provide periodic reviews of the contractor personnel.

e) Documentation of services performed shall be reviewed prior to certifying payment. The COR and/or Alternate COR shall perform routine audits in conjunction with the contracting service to ensure proper documentation of services. Contract monitoring and recordkeeping procedures shall be sufficient to ensure proper payment and to allow auditors to verify that services were provided.

19. CONTRACTOR'S QUALITY CONTROL PROGRAM (QCP)

The contractor shall establish and maintain a complete QCP to ensure the requirements of this contract are provided as specified. An original and one (1) copy of this QCP will be forwarded to the CO along with the requested initial proposal. The contractor's QCP shall include, at a minimum, the following:

- a) An inspection plan covering all services required by this contract. The inspection plan must specify the areas to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and documented, or the title of the individual(s) who will perform the inspections.
- b) On-site records of all inspections conducted by the contractor noting necessary corrective action taken. The Government reserves the right to request copies of any or all inspections which occur.
- c) Incorporation of either active or established internal policy or procedures for updating medical service protocols that may affect performance of the contract.
- d) The methods for identifying and preventing deficiencies in the quality of service performed, before the level of performance becomes unacceptable and organizational functions noting intermediate supervisory responsibilities and overall management responsibilities for ensuring total acceptable performance.

- e) On-site records of all vehicle maintenance and repairs performed, on vehicles used in the performance of this contract. The methods of identifying and preventing vehicle breakdowns, and detailed procedure for alternative transportation of patients in the event of mechanical breakdown of ambulance.
- f) On-site records identifying the character, physical capabilities, certifications and ongoing training of each employee performing services under this contract.
- g) The methods of identifying and preventing radio communication breakdowns. A detailed procedure for alternative communications in the event of electronic and mechanical breakdown of vehicle two-way radios.
- h) A log to account for all requests for service. The log shall indicate the date and time of service call, name of beneficiary requiring services, type of transportation requested, designated pick-up and delivery points, actual time of arrival at pick-up and delivery points and actual waiting time at pick-up and delivery points, if waiting charges are claimed.
- i) On-site records of any complaints or problems, with procedures taken to allow for corrections and/or elimination before effects caused interruption of performance of contract.
- j) The contractor shall establish and maintain quality control to ensure all contract requirements and applicable Joint Commission requirements are met. The contractor shall identify how he/she shall measure and provide customer satisfaction, the method of identifying deficiencies, the quality of service to be performed and methods for identifying and implementing necessary corrective actions.
- k) The contractor shall participate in quarterly scheduled and with the VA representatives to provide a report of on-going operational issues.

20. WORKER'S COMPENSATION

The Act of June 25, 1936, 42 Stat. 1938 (40 USC 290), authorized the constituted authority of the several states to apply their workmen's compensation laws to all lands and premises owned or held by the United States. The contractor agrees to procure and maintain while the contract is in effect, Worker's Compensation and Employers Public Liability insurance. The policy shall provide coverage for Public Liability Limits of not less than the statutory limitations for any one accident, and at least meet the statutory limitations if more than one person is involved. , Upon award of the contract, the contractor shall furnish to the Contracting Officer a certificate from its insurance company indicating that this coverage has been obtained and that such coverage may not be changed or canceled unless 30 day advance written notice is provided to the Contracting Officer.

22. CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS)

Required Registration with Contractor Performance Assessment Rating System (CPARS)

- a) As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates contractor past performance on all contracts that exceed the dollar threshold specified in

the FAR and may share those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database. The CPARS database information is shared with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal Agencies.

b) Each contractor whose contract award is estimated to exceed the dollar threshold specified in the FAR shall be required to register with the Contractor Performance Assessment Rating System (CPARS) database at the following <https://www.cpars.gov/> or by calling (207) 438-1690. Registration should occur no later than thirty days after contract award, and must be kept current should there be any change to the contractor's registered representative.

c) For contracts with a period of one year or less, the contracting officer will perform a single evaluation when the contract is complete. For contracts exceeding one year, the contracting officer will evaluate the contractor's performance annually. Interim reports will be filed each year until the last year of the contract when the final report will be completed. The report shall be assigned in CPARS to the contractor's designated representative for comment. The contractor representative will have thirty days to submit any comments and re-assign the report to the VA contracting officer

d) Failure to have a current registration in the CPARS database, or to re-assign the report to the VA contracting officer within those thirty days, will result in the Government's evaluation being placed on file in the database with a statement that the contractor failed to respond.

23. CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

All contractor employees who require access to the Department of Veterans Affairs' computer systems or who come into contact with veteran/beneficiaries shall be the subject of a background investigation and must receive a favorable adjudication from the VA Office of Security and Law Enforcement prior to contract performance. This requirement is applicable to all subcontractor personnel requiring the same access. If the investigation is not completed prior to the start date of the contract, the contractor will be responsible for the actions of those individuals they provide to perform work for the VA.

Position Sensitivity - The position sensitivity for this contract has been designated as LOW RISK.

Background Investigation - The level of background investigation commensurate with the required level of access for this contract is National Agency Check with Written Inquiries.

Contractor Responsibilities:

- The contractor shall pre-screen all personnel requiring VA access to ensure they maintain a U.S. citizenship and are able to read, write, speak and understand the English language.
- The contractor shall submit or have their employees submit the following required forms requested by Department of Veterans Affairs, Office of Security and Law Enforcement, Security and Investigations Center, 2200 Fort Roots Drive Bldg. 104, North Little Rock, AR 72114 within 30 days of receipt:
- All documents completed and submitted at the following website:
<http://www.va.gov/SECURITYINVESTIGATIONSCENTER/>

- Fingerprints submitted at the Cincinnati VAMC Security Office
- The contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract. Failure to comply with the contractor personnel security requirements may result in termination of the contract for cause.

The contractor shall agree that all deliverables, associated working papers, and other material deemed relevant by the contractor in the performance of this task order are the property of the United States Government. The contractor shall agree that all individually identifiable health information shall be treated with the strictest confidentiality. Access to records shall be limited to essential personnel only. Records shall be secured when not in use. At the conclusion of the contract, all copies of individually identifiable health records shall be destroyed or returned to the VA. Any individually identifiable health records shall be deleted from computers not belonging to the VA. The contractor shall comply with the Privacy Act, 38 U.S.C. 5701, 38 U.S.C. 7332, and 5 U.S.C. 552(a) et. Seq. Contractor staff shall sign confidentiality statements before the start date of the contract. The contractor shall comply with all provisions of the Health Information Portability and Accountability Act (HIPAA), including but not limited to privacy, security of electronic health data, and adherence to standards and code sets as required by HIPAA. The contractor shall ensure the confidentiality of all patient and employee information and shall be held liable in the event of breach of confidentiality. Any person, who knowingly or willingly discloses confidential information obtained from the VA with non-essential persons, may be subject to fines.

HIPAA COMPLIANCE. HIPAA compliance is required. The contractor must adhere to the provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI). As required by HIPAA, the Department of Health and Human Services (HHS) has promulgated rules governing the security and use and disclosure of protected health information by covered entities, including the Department of Veterans Affairs (VA). In accordance with HIPAA, the contractor may be required to enter into a Business Associate Agreement (BAA) with VA.

BLOOD BORNE PATHOGENS: The contractor and the employees provided, pursuant to this contract, shall comply with the effective VAMC Policy (and Occupational Health requirements in accordance with OSHA Blood Borne Pathogens (BBP) Law and the OSHA Tuberculosis Compliance Directive, enforceable under OSHA's General Duty Clause) governing health care workers infected with a blood borne pathogen. If the contractor obtains information that a health care worker providing care pursuant to this agreement may be infected with a blood borne pathogen, the contractor will advise the Contracting Officer immediately.

24. MEDICAL LIABILITIES INSURANCE

The contractor shall carry required insurance (See VAAR Clause 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE) and vehicle insurance in accordance with the State of Ohio Revised Code, Chapter 4766, Medical Transportation Board and in accordance with all applicable state and local laws, rules, regulations and procedures as appropriate.

25. ANNUAL VHA TRAINING

In accordance with VHA Directive 2003-028 "Compliance and Business Integrity Program", its updates or replacement directives, IG Guidance at 8994, Section II(C); Guidance at 4875, Section III (B) (4) Sentencing Guidelines, Section 8B2.1 (b) (4) (B) annual compliance training is to be provided to all contractors within the scope of their work. The medical center CORs are to coordinate the annual training with their respective Contracting Officer and Compliance and Business Integrity Officers. A copy of the documentation of the completed annual training is to be provided to the Compliance and Business Integrity Officers for their files.

In accordance with VHA Directive 1605.1 "Privacy and Release of Information", updates or replacement directives annual VHA Privacy Policy Training is to be provide to all contractors within the scope of their work. A copy of the documentation of the completed annual training is to be provided to the Contracting Officer and the facility Privacy Officer for their files.

In accordance with VA Directive 6500, "Information Security Program", updates or replacement directives annual VHA Cyber and Security Information Training is to be provided to all contractors within the scope of their work. A copy of the documentation of the completed annual training is to be provided to the Contracting Officer and the facility Information Security Officer for their files.

26. CONFORMANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS

The contractor shall perform work under this contract consistent with the relevant policy and objectives identified in the agency, organizational, or facility environmental management system (EMS) applicable for your contract. The contractor shall perform work in a manner that conforms to all appropriate Environmental Management Programs and Operational Controls identified by the agency, organizational, or facility EMS, and provide monitoring and measurement information as necessary for the organization to address environmental performance relative to the environmental, energy, and transportation management goals. In the event an environmental nonconformance or noncompliance associated with the contracted services is identified, the contractor shall take corrective and/or preventative actions. In the case of a noncompliance, the contractor shall respond and take corrective action immediately. In the case of a nonconformance, the contractor shall respond and take corrective action based on the time schedule established by the EMS Site Coordinator. In addition, the Contractor shall ensure that their employees are aware of the roles and responsibilities identified by the environmental management system and how these requirements affect their work performed under this contract.

All on-site contractor personnel shall complete yearly EPA sponsored environmental training specified for the type of work conducted on-site. Upon contract award, the Contracting Officer's Representative will notify the facility-level Environmental Management Systems Coordinator to arrange EMS training for appropriate staff.

27. SCHEDULE OF SERVICES - PRICE SCHEDULE

- a) Pricing | Fully Burdened. All patient transport rates established in the SCHEDULE OF SERVICES – PRICE SCHEDULE shall be priced by the contractor as fully burdened (or fully inclusive) of all costs required to perform services under this contract such as overhead, general and administrative (G&A) costs, indirect costs, and other direct costs (ODCs) to include all ferry, bridge, tunnel or road toll charges.
- b) Base Rate (One-Way). The BASE RATE (ONE-WAY) as established in the SCHEDULE OF SERVICES – PRICE SCHEDULE shall only be authorized for patient transports which exceed twenty (20) miles in total travel distance one-way from pick-up to drop-off in which the patient is successfully transported to the required destination. The driving distance for the BASE RATE (ONE-WAY) shall be calculated as direct and from point-to-point by utilizing the latest edition of Bing Maps.
- c) Mileage Rate. The MILEAGE RATE as established in the SCHEDULE OF SERVICES – PRICE SCHEDULE shall only be authorized for patient transports which exceed the BASE RATE (ONE-WAY). The MILEAGE RATE is not authorized for any patient transport that does not have a VA approved passenger onboard. The MILEAGE RATE shall be calculated as direct and from point-to-point by utilizing the latest edition of Bing Maps.
- d) No Patient Rate (One-Way). The NO PATIENT RATE (ONE-WAY) as established in the SCHEDULE OF SERVICES – PRICE SCHEDULE shall only be authorized when the contractor has been dispatched to transport a patient that is not available for pick-up upon arrival or the contractor is unable to drop-off the patient at the location requested by the authorized government representative.
- e) Wait Time Rate (15-Minute Increments). The WAIT TIME RATE (15-Minute Increments) as established in the SCHEDULE OF SERVICES – PRICE SCHEDULE shall only be authorized for patient transports which exceed the wait time “grace period” specified in this PWS.
- f) Round Trips | Not Authorized. The contractor is NOT authorized to submit any invoices that include round trip pricing. The contractor shall ensure that all round trips are invoiced as two (2) separate one-way trips as established in the SCHEDULE OF SERVICES – PRICE SCHEDULE.

28. RUN SHEETS AND INVOICING PROCEDURES

- a) Run Sheets. At the time of delivery of the patient to their destination, the contractor shall provide a “Run Sheet” as part of the patient's permanent record. This Run Sheet shall include a record of the patient's vital signs, medications used, oxygen use, and any changes in the patient's condition. The Run Sheet shall provide the following information either in this format or in the contractors established format. http://www.publicsafety.ohio.gov/links/ems_generic_run_report_form.pdf
- b) Invoicing Procedures. The contractor shall ensure that all invoices are submitted for payment in accordance with the terms and conditions established in this contract to include the SCHEDULE OF SERVICES – PRICE SCHEDULE. The contractor shall submit invoices by utilizing a secure means of Electronic Data Interchange (EDI) in accordance with the terms and conditions of this contract which must include the following information to be considered acceptable for payment:
 - Name and address of the contractor;
 - Invoice Number
 - Invoice Date
 - Contract Number

- Task Order Number
- Purchase Order (PO) Number
- Contract Line Item Number (CLIN)
- CLIN Quantity
- CLIN Unit Price
- CLIN Extended Price
- Description of work performed shall specify base rate (one-way), mileage, wait time (15-minute increments), and transport with patient (one-way).
- Description of work performed shall breakout the details of each trip to include patient identification, pick-up point, drop-off point, and the date/time for each individual patient transport as specified herein in accordance with the terms and conditions of the contract.
- All other information required in accordance with the terms and conditions of this contract.

B.4 IT CONTRACT SECURITY

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

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 VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

d. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed

by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

e. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

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, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

c. Prior to termination or completion of this contract, contractor/ subcontractor must not destroy information received from VA, or gathered/ created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, applicable VA Records Control Schedules, and VA Handbook 6500.1, Electronic Media Sanitization. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

d. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

e. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

f. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

g. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, Business Associate Agreements. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

h. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.

i. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.

j. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

k. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

l. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

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 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, VA Handbook 6500, Information Security Program and 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;

(1) 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

(2) 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 VA within 24 hours 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 2 days.

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 10 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within 2 days.

l. 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.
- b. 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.
- c. 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 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.
- d. 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 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.
- e. 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

(this can be specified in the contract) to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.

f. 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.

g. 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 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.

h. Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks, etc.) with VA sensitive information must not be returned to the vendor at the end of lease, for trade-in, or other purposes. The options are:

- (1) Vendor must accept the system without the drive;
- (2) VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or
- (3) VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.
- (4) Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then;
 - (a) The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and
 - (b) Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be pre-approved and described in the purchase order or contract.

(c) A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.

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 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.

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 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 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-day's 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 Cyber 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 [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document - e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]

b. 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.

c. 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.

(End of Clause)