

PERFORMANCE WORK STATEMENT

Wheelchair Transportation Services

A. SCOPE:

Corporal Michael J Crescenz VA Medical Center (CMCVAMC) is seeking to award a five-year Indefinite Delivery Indefinite Quantity (IDIQ) contract for wheelchair van services to transport patients including physically or mentally handicapped individuals in wheelchairs and aged and infirm persons, their attendants and personal belongings throughout the tristate area. The Contractor agrees to furnish non-emergent, wheelchair van services, 24-hours per day, and 7 days per week (to include all federal holidays) for all Beneficiary Travel eligible patients of the CMCVAMC.

Types of patient transfers could include but are not limited to: in house to community care appointments, appointments to Philadelphia VAMC, from patients own residence to appointments within the community or to the main campus or the outlying Community Based Outpatient Clinics (CBOCs). Care provided during transfer of a patient shall be according to the orders of the attending physician.

The Contractor shall have available the appropriate number of vehicles to provide services in a timely manner as outlined by the contract.

Performance shall be in accordance with the requirements contained in this PWS and standards of the Pennsylvania Public Utility Commission (PUC) for paratransit, and the Joint Commission. Contractor must be a certified provider of paratransit services in the state of Pennsylvania by the Pennsylvania Public Utility Commission (PUC) at the time of quote submission.

Philadelphia VAMC Locations are:

Corporal Michael J Crescenz VA Medical Center (CMCVAMC), 3900 Woodland Avenue, Philadelphia, PA 19104

Community Living Center – 3461 Civic Center Blvd Philadelphia, PA 19104

Camden CBOC, 300 South Broadway Suite 103 Camden, NJ 08103

Gloucester CBOC, 211 County House Road Sewell, NJ 08080

Horsham CBOC, 433 Caredean Drive Horsham, PA 19044

Burlington CBOC, 300 Lincoln Drive Suite E Marlton, NJ 08053

West Philadelphia CBOC, 6232 Market Street, Philadelphia, PA 19139

B. PASSENGER TRANSPORTATION:

B.1 Contractor shall receive transportation requests and provide medical transportation services seven (7) days per week (including holidays), twenty-four (24) hours per day, three hundred sixty-five (365) days per year, for the term of this contract, including federal holidays. The majority of requests for services will be between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday. The Contractor shall provide the CMCVAMC with the communication method of contacting the Contractor on a twenty-four (24) hour per day basis. The Contracting Officer (CO) shall notify the Contractor if the proposed method of communication is not acceptable.

B.2 If a patient being transported declines to be properly belted; he/she will not be transported. The Contracting Officer Representative (COR)/designee will be notified promptly. If the patient removes the

securing devices during the trip, the driver will take all precautions to secure the patient, but afterwards the Contractor will notify the COR/designee of this upon arrival at destination. The Contractor is not required to transport any VA patient who refuses to be properly secured while being transported.

B.3. Contractor drivers shall ensure proper loading/unloading techniques are followed at all times. Patients in wheelchairs shall be loaded onto ramps, ensuring all safety systems are working properly, e.g. roll back stops, and the driver must ride the lift with the patient during loading/unloading. Patients in motorized scooters MUST transfer to a vehicle seat. NO patient shall be allowed to ride a motorized cart (scooter) on the vehicle lift at ANY time. The contractor shall ensure that drivers receive appropriate safety training on loading/unloading techniques and such training shall be documented and made available to the COR/designee annually and/or prior to contract submission or renewal.

B.4 For pick-ups and drop-offs at the CMCVAMC and associated hospital sites (CBOC, Community Living Center, etc.), patients will be picked up and dropped off in the main lobby of the respective sites. Contractor may occasionally be requested to pick up the patient from a specific clinic location or room. For pick-ups and drops offs at the patients' homes or other facilities, the Contractor will provide door to door service. All patients shall be attended by an authorized responsible party at all times. Assistance in maneuvering stairs and other barriers shall be provided by the driver and/or authorized attendant when necessary. When the patient is delivered to a clinical destination (i.e., hospital, clinic, Nursing Home, or other clinical appointment), an authorized care giver or medical staff at the destination must be informed of the patient's arrival by the Contractor's driver or authorized attendant. Contractor is to transfer or "hand-off" the patient to the next person responsible for their care as indicated for specific patients.

Assistance in maneuvering stairs and other barriers shall be provided by the driver and/or authorized attendant when necessary. These services may need to be provided within or outside the home (i.e., from the door to the vehicle). When the patient is delivered to a destination (i.e., a clinic or other appointment), an authorized care giver or medical staff at the destination must be informed of the patient's arrival by the Contractor's driver or authorized attendant.

The use of an attendant will be required only when requested and authorized by the VA. Use of an attendant will be required to assist the driver with loading and unloading of patients whose physical characteristics (weigh, height, ability to assist, etc.) necessitate a need for additional assistance. The location of their home (above or below ground level apartment) may also justify the need for an attendant. An attendant may be required to accompany patients with dementia, etc. Dementia patients not accompanied by a family member or caregiver shall not be left unattended under any circumstances. Attendants services may need to be provided within or outside the home (i.e., from the door to the vehicle). When the patient is delivered to a destination (i.e., a clinic or other appointment), an authorized care giver or medical staff at the destination must be informed of the patient's arrival by the Contractor's driver or authorized attendant.

B.5 The Contractor's driver (or authorized attendant) shall observe the patient during transport. Any indication of a significant change in the patient's condition (i.e., sudden onset of rapid or labored respiration, complaints or chest pains, etc.) shall be communicated to 911 as needed. As soon as possible, the driver must also immediately contact the COR/designee to provide a report of the incident.

B.6 Should the Contractor's driver encounter any non-medical problems with transporting of patients, the driver shall contact the COR/designee from 7:30 a.m. to 4:00 p.m. During irregular tour of duty (4:00 p.m. to 7:30 a.m.), weekends or holidays, the driver shall contact the Administrative Officer of the Day (AOD) at the admissions desk. VA will provide a list of individuals (other than the COR/designee) authorized to contact the Contractor. Diversion from destination shall only be authorized by the travel

clerk, VA emergency room staff, the Administrative Officer of the Day (AOD), or another CMCVAMC-authorized designee. All diversions from destination will be reported to the COR/designee.

B.7 Contractor's driver shall notify the COR/designee, of any unusual events, including but not limited to, accidents, safety problems, patients unbolting themselves, verbal/physical conflicts, and other such incidents that occur, which involve any VA patient being transported under this contract. The COR/designee shall be notified within one (1) hour of the occurrence of the incident(s) by telephone and, if requested by the COR/designee and/or Contracting Officer, a written report of the incident(s) will be delivered to the COR/designee by close of business the next working day.

B.8 When there is a need to transport medical records with the patient; the Contractor's driver shall assure that the locked carrying pouch containing the records is secure and delivered with the patient to the destination.

B.9 RESTRICTIONS: The Contractor may not transport non-VA contract beneficiaries or private-pay patients with VA Beneficiaries under this contract. No beneficiary in-route in any transport shall be transferred from the original vehicle to another vehicle at a location other than the destination address supplied by the Beneficiary Travel Office, unless extraordinary, urgent need situations arise. All such events must be reported to the Beneficiary Travel Office. Drivers shall not make non-emergent stops for any reason, during any patient transport under this contract.

B.10 While transporting VA patients under this contract, only authorized drivers or attendants, or patient's family member or representative shall be allowed in the vehicle. The number of riders in any vehicle shall not exceed the number of approved safety restraints available in the vehicle.

B.11 The contractor shall have a contingency/backup plan in the event the contractor is unable to perform services or have services performed as required. The contractor shall immediately notify the COR/designee and provide justification for non-performance and initiate the contingency/backup plan.

B.12 It is understood and agreed that no vehicle will transport more individuals than the number of approved safety restraint devices installed in that vehicle. When more than one patient is transported on a trip, whether it is to the same destination or to separate destinations, reimbursement will be made at the rate not exceeding the cost of transporting a single patient. However, the longest distance over which a patient is transported may be claimed when more than one patient is transported concurrently. The Contractor must ensure that the pick-ups and drop-offs are scheduled so that the total distance traveled will result in the most economical charge to the Government.

C. DRIVERS AND AUTHORIZED ATTENDANTS:

C.1 All Contractor's drivers and attendants shall be required to wear, in a readily observable area on the employee, a Contractor supplied photo identification badge containing the name of the driver or attendant, and the Contractor's business name, or company uniform, that is acceptable to the Contracting Officer, which identifies the drivers and attendants while performing any aspect of service prescribed in this contract.

Records of each employee as to character (criminal background check performed) and physical capabilities (Health Certificate or statement of health from a private physician) must be maintained and made available to the Contracting Officer upon request. Contractor shall be responsible for appropriate driver screening and selection criteria when employing drivers. Such screening shall include but not limited to testing drivers for prohibited drug use and alcohol misuse, and a criminal background check to the maximum extent permitted by law.

C.2 All Contractor's drivers and attendants shall have passed an approved first aid course and have on file a current certificate (renewable every three years) to be made available to the Contracting Officer upon request.

C.3 All Contractor's drivers and attendants shall have passed an approved CPR course and have on file a current certificate (renewed annually) to be made available to the Contracting Officer upon request.

C.4 All Contractor's drivers and attendants shall have the physical capabilities and all certifications necessary to provide special assistance to the patients when transporting patients to the medical center, private residence, nursing homes, etc. The Contracting Officer/COR reserves the right to prohibit specific drivers from participating in the loading, transporting, and unloading of patients should it be determined the driver has engaged in unsafe practices. The contractor shall promptly replace any personnel removed from the performance of services. This determination will be at the sole discretion of the Contracting Officer/COR and will be based upon documented evidence.

C.5 Acts are not permissible by drivers that provide services under this contract or while on VA premises include, but are not limited to:

- Use of intoxicating liquors, narcotics or controlled substances of any kind (excluding doctor's prescriptions which do not impair driver's driving ability) while on duty or reporting for duty while under the influence of liquors, narcotics or controlled substance of any kind (excluding doctors' prescriptions which do not impair driver's driving ability)
- Gambling in any form
- Smoking (including e-cigarettes) and other uses of tobacco while on duty. Both Patients and Contractor are prohibited from smoking in vehicles
- Carrying of pistols, firearms or concealed weapons
- Resorting to physical violence or verbal altercations to settle a dispute with a fellow employee, patients, or the general public while on duty. Should a disagreement arise, the driver shall contact his dispatcher/supervisor via the radio system.
- Spitting in prohibited places or any other unsanitary, offensive, or insensitive practices or behavior
- Use of loud, indecent, or profane language and/or making threatening or obscene gestures toward patients or other employees
- Stopping for personal business, including excessive use of restroom facilities, while vehicle is occupied by a passenger. The driver shall not leave the vehicle with the key in the ignition at any time
- Engaging patients in a verbal confrontation in an attempt to settle a disagreement. Should a disagreement arise, the driver shall contact his dispatcher/supervisor via the radio system.
- Soliciting or accepting tips from patients, companions, or others at any time.

The VA reserves the right to bar any driver from transporting VA patients should he/she violate any terms of this contract.

C.6 All drivers and attendants, prior to commencing work and thereafter on an annual basis, shall demonstrate to the CMCVAMC the individual ability to safely load and unload patients, the proper techniques and procedures to be followed during transportation of patient, and any certifications required to do such procedures.

C.7 All Contractor's drivers shall maintain a valid operator or chauffeur's license, required to operate the type of vehicle necessary to perform the service, as required by the State of Pennsylvania. Contractor shall provide, upon request of the Contracting Officer, a copy of the valid licenses and certifications of all drivers performing under this contract.

C.8 Contractor drivers shall not text message while driving. See FAR 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving, which is incorporated into FAR 52.212-15. Commercial Terms and Conditions.

D. CONTRACTOR CONDUCT

D.1 The VA places the highest priority on the treatment of its beneficiaries. The Contractor, Contractor's employees, and Contractor's representatives shall treat each patient with respect, concern and a professional approach to Patient's dignity as an individual and as a patient. All communication both verbal and non-verbal by the Contractor's personnel, with and in the presence of the patient, shall be conducted in a professional manner.

D.2 The Contractor's personnel shall conduct themselves in a professional manner while performing any aspect of service related to this contract at or on the grounds of the VA Medical Center. All VA Medical Center rules and regulations shall be adhered to by the Contractor or Contractor's personnel while said persons are at or on the grounds of the medical center. Any fraternization between contractor employees and VA employees is strictly prohibited.

E. ORDERS:

Ordering:

In accordance with FAR 16.505, The CO shall issue Task Orders against the IDIQ contract with a period of performance not to exceed one year. Authorized Government personnel shall place service calls against these Task Orders as stated below. Each Task Order will be funded with an estimated value for that period of performance. The Contractor, along with the COR, must monitor the contract value as service calls are placed and invoices are paid. The contractor is not authorized to continue services if the contract value falls below a zero balance, therefore the CO must be notified when remaining contract value is low so that more funds can be added.

Authorized Medical Center Personnel. Prior to performance, the CO shall provide the Contractor with a list of names or position titles and phone numbers of authorized Government personnel who may request services and receive calls from Contractor regarding contract performance. This list will be updated and submitted to the Contractor as changes occur. The Contractor shall ensure that requests for services are received from authorized medical center personnel. Services rendered in response to requests from other than authorized personnel shall be at the risk of the Contractor and any cost related thereto shall be borne by the Contractor.

E.1 The Contractor will provide an electronic method (secure web application) to request wheelchair transportation for patients. If the web application fails at any moment, requests for services will be recorded on the daily travel manifest and furnished to the Contractor via facsimile, e-mail, and/or telephone, by the COR/designee no later than 4:00 p.m. prior to the day the transportation is required. The following information shall be provided by the VA to the contractor:

- Patient name (first and last)
- Pick up point (include address, telephone #, city, state, building and/or room number if applicable)
- Destination
- Date of pick up
- Time of pick up
- Mileage over 20-mile threshold
- Support required or items to accompany (oxygen, IV hepllocks, escort, other items)
- Type of Assistive Device: Scooter, Manual/Power Wheelchair, Rollator, Cane
- Disposition of the Patient: Blind with/out Seeing eye dog, Deaf, Dementia, Wanderer, Change in Mental Status
- Including any specific physician instructions

Missed Appointments: In the event that a patient misses his/her scheduled appointment due to pick up delay, the VA shall reschedule the trip at no cost to the VA. If additional charges are incurred by the VA for the rescheduled trip said additional charges shall be the responsibility of the contractor. The VA shall notify the contractor when these cases are identified.

Eligible Veterans. The VA will pay transportation costs only for eligible Veteran patients, as determined by agency regulations. Contractors shall contact the appropriate COR if there are any questions concerning the eligibility of the Veteran patients.

Any transportation service performed by the contractor, without a request from the VA, will be the responsibility of the contractor. Also see Paragraph B.9. Restrictions.

The Contractor shall maintain a record of all trips (scheduled on the travel log or add-on) and provide a printed report that includes the patients name, date and time of each trip, mileage, and/or any authorized additional charges. The printed report shall accompany the invoice for each billing cycle. The Contractor shall contact the COR/designee with any questions, requests for clarification, or the need for additional information during the hours of 7:30 a.m. to 4:00 p.m. During irregular tour of duty (4:00 p.m. to 7:30 a.m.), the Contractor shall contact the AOD. The Contractor shall provide a breakdown no later than the 5th of each month with the prior month's trips and associated costs (mileage, pick up time, drop off time) per patient. This report shall be in excel format and emailed to the COR. If emailing is not possible, the report shall be faxed or mailed.

E.2 Requests for add-on trips (orders placed for same day service) not initially recorded on the travel log will be by telephone from the COR/designee or AOD. If the Contractor fails to furnish services within a reasonable time (established as 45 minutes) after receiving an add-on request for an order, the CMCVAMC reserves the right to obtain the services from another source and to charge the Contractor with an excess cost which may result. In instances of add-on trips that are over 100 miles, the COR/designee may allow some flexibility in the 45-minute response time. The VA will be the sole judge in determining when to order service from another source.

E.4 In case of inclement weather, the decision as to whether or not a VA Patient will be transported will be made mutually by the COR/designee, and the Contractor.

E.5 The Contractor shall notify the COR/designee, upon the COR/designee or (AOD's) request, of the estimated time of arrival for any vehicle in-route to pick-up a VA Patient or any VA loaded vehicle in-route to a specific destination. The Contractor shall also notify COR/designee, by telephone, at least one-

hour in advance in the event that the Contractor is unable to provide the scheduled or add-on trips within the time frame necessary for the VA Patient to maintain their scheduled appointment.

E.7 If the COR/designee, or AOD, authorizes the Contractor to transport more than one patient on a trip to the same destination separate destinations, reimbursement will be made at the rate not exceeding the cost of transporting a single patient. However, the longest distance over which a patient is transported may be claimed when more than one patient is transported concurrently. The Contractor must ensure that the pick-ups and drop-offs are scheduled so that the total distance traveled will result in the most economical charge to the Government.

E.8 The Contractor shall immediately notify the COTR, in writing within 24 hours of any complaints made by the Patients in regards to the wheelchair van services.

E.9 The Contractor shall immediately notify the VA of any incident or accident involving injury to VA patients during transport. The Contractor shall promptly (within 24 hours of the occurrence) complete and submit to the COTR a detailed incident report. Motor vehicle accidents occurring during patient transport must all be reported even if there is no immediately apparent injury to the patients(s) being transported.

F. **PATIENT PRIVACY AND CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all patient information and records associated with the performance of this contract. Awarded contractor may be required to sign Business Associate Agreement (BAA) as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

G. **NUMBER OF PATIENTS:** It is understood and agreed that no vehicle will transport more individuals than the number of approved safety restraint devices installed in that vehicle. When more than one patient is transported on a trip, whether it is to the same destination or to separate destinations, payment will be made in accordance with the terms listed in paragraph E.7.

H. **VEHICLES: FAILURE BY THE SUCCESSFUL CONTRACTOR TO MAINTAIN COMPLIANCE WITH ANY OF THE PROVISIONS PRECIBED IN THIS SECTION FOR VEHICLES USED IN PERFORMANCE MAY BE CONSIDERED GROUNDS FOR DEFAULT OF THE CONTRACT.**

H.1 Each vehicle shall be equipped at all times when transporting a patient in the performance of this contract with equipment as required by Federal 49 CFR Parts 27, 37 and 38, Transportation for individuals with Disabilities (most current volume), State and Local Laws, ordinances, codes, rules and regulations and must have a minimum of the following:

- a. The wheelchair van transport vehicle shall be of model and make to insure safe and comfortable transportation of wheelchair bound patients. Each vehicle shall be so configured as to hold a minimum of two (2) passengers in wheelchairs. For the safety of the passengers, the vehicle shall be equipped with a minimum of 4-point restraints for all wheelchair positions. All positions shall be seated facing the front on front mounted seats or rear on rear mounted seats of the vehicle. No patients may be transported on side mounted seats. Tie downs for wheelchairs are to consist of a leverage lock with a safety catch requiring physical unlatching. Lock shall be affixed to frame of vehicle. Many types and styles of locks are acceptable. Any type or style offering complete patient safety that will prevent any motion of the wheelchair within the vehicle will be acceptable. Those considered lacking in this essential safety feature shall not be used for patient transport

under this contract unless and until replaced with an acceptable tie down system. Each vehicle and all accessories and systems must be clean and shall meet all maintenance standards of the manufacturer. All preventive maintenance shall be documented, and records provided upon request by the Contracting Officer. Wheelchair vans must be designed so that patients are restrained by a seat belt at all times when the vehicle is in motion. Contractor must have portable oxygen tank holders in their vehicles to transport portable oxygen safely.

- b. The wheelchair vans provided under the terms of this contract shall be licensed and meet the minimum requirements as mandated by the State of Pennsylvania. Wheelchair vans equipped with a wheelchair lift shall be equipped with the following:
 - (1) A safety bar and wheel catch (e.g. rollback stop) secured to the outside perimeter of the lift to prevent the wheelchair from rolling off.
 - (2) The lift controls will be located in such a position that the operator can work the controls while keeping one hand on the wheelchair at all times and ride the lift with the patient during loading and unloading.
 - (3) The lift shall operate in such a manner that when going up or down it will remain parallel with the ground.
 - (4) The lift shall be located as to receive the wheelchair and patient from the rear or passenger side of the vehicle.
 - (5) The lift shall have slip-proof surface.
 - (6) The lift must be a minimum of 28 inches.

H.2 All vehicles shall be equipped to allow for direct communication, at all times, between the drivers and staff of the CMCVAMC. This equipment may be mobile telephone, cellular telephone, or radio dispatch which would allow linking to the CMCVAMC by telephone. Contractor shall provide any telephone numbers or special access codes or devices to Travel Section in order to comply with the provision for direct communication.

H.3 All vehicles shall be equipped with properly functioning heater and/or air conditioning, with adequate capacity to maintain the comfort level of the patient during transport. Contractor shall not place a vehicle into service under this contract that does not protect the patient from outside temperatures that are not suitable for the patient's well-being.

H.4 All vehicles shall be equipped with secured fire extinguishers, first aid kits, and two (2) flashlights that are readily available and operable for use in event of an emergency. Each vehicle shall contain a minimum of two (2) sanitary blankets.

H.5. All vehicles shall be well maintained in a clean and orderly condition. Vehicles must be free from physical damage; odor, debris and accumulation (which may constitute an accident or fire hazard). Each vehicle shall have a daily maintenance/safety checklist. Checklists shall be maintained at the contractor's establishment and made available for inspection upon request.

H.6 All vehicles shall be smoke free and provide the proper ventilation for the patient.

H.7 All vehicles shall be maintained with a professional appearance that is representative of the services being performed on behalf of the Department of Veterans Affairs.

H.8 The Contracting Officer reserves the right to prohibit specific vehicles from being used to perform transportation services under this contract. This determination will be at the sole discretion of the Contracting Officer and will be based on documented evidence.

H.9. The contractor shall transport patients authorized for transport by the VA, which shall include bariatric patients that may require more than one person to lift.

I. RATES:

Payment for mileage traveled will be limited to “one way only” up to 20 miles, the distance over which the patient is transported. The actual distance of the authorized trip from the specified point of origin (pick-up point) to the specified final destination (drop-off point), including applicable waiting time shall determine total cost per trip.

Payments for trips beyond the 20-mile radius limit will be made under “rate per miles” and will include the base rate and the rate per mile for distance travelled beyond the 20-mile local base travel radius.

Any trip with both the pick-up and drop-off locations outside of the 20 miles local base travel radius shall use the CMCVAMC, 3900 Woodland Ave, Philadelphia, PA as the destination for the purposes of calculating mileage.

Should the VA make a determination that a previously scheduled trip may be cancelled, and a vehicle has already been dispatched to the designated pick-up point, VA may notify the Contractor to cancel the order. For orders that are cancelled while the Contractor is already in route to the designated pick-up, the Contractor shall be entitled to receive 50% of the base rate for the trip, as provided in Schedule of Supplies or Services and Prices/Costs. This charge shall not include any mileage charge.

Should the Contractor arrive at the destination before VA cancels the order, or if the Contractor is unable to perform a scheduled pick-up for reasons beyond the Contractor’s control, e.g., incorrect address, or Patient absence, or Patient refusal, then the Contractor shall receive 100% of base rate for a one way trip as provide in the Schedule of Supplies or Services and Prices/Costs, and applicable mileage if outside Contract Mileage Threshold areas of coverage.

If the Contractor fails to meet the time requirements in this Contract, Philadelphia VAMC will not be charged for these instances.

Contractor is expected to complete trips originating from points and/or transporting patients to destinations greater than 75 miles from the Philadelphia VAMC. Contractor will be entitled to 50% of the Standard Mileage Rate for those “no-load” miles for trips that are greater than 75 miles without patients on-board, back to the 20-mile base trip radius for Philadelphia VAMC.

Other Charges: It is understood that the prices listed in the accepted Schedule of Supplies or Services and Prices/Costs shall be inclusive of all ferry, bridge, tunnel or road toll charges. Contractor shall not bill the VA for any such separate charges.

WAITING TIME: The CMCVAMC will make every effort to alert the beneficiary to be ready and waiting for the arrival of the vehicle in order to reduce the lost time to the driver. Waiting time will not apply to the reasonable amount of time required for escorting the patient to the vehicle, loading and securing patient in vehicle, or unloading and delivering the patient to the authorized care giver or specified destination area. For time lost in waiting at either end or both ends of a trip due to causes beyond the control of the driver, the Contractor will be reimbursed at 15-minute increments per the schedule rate in the contract. The Contractor must call the COR/designee (or at least leave a voicemail), after waiting 15 minutes, to be reimbursed for the wait. The Contractor will not be reimbursed if there is no phone call to the COR/designee.

J. CONTRACTOR'S QUALITY CONTROL PROGRAM (QCP)

J.1 The contractor shall establish and maintain quality control program to ensure all contract requirements are met. The Contractor's QCP shall include the following or have incorporated into during performance of the contract, at a minimum:

(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 and how often inspections will be accomplished and documented, and 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 and/or each inspection.

(c) 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.

(d) The contractor shall maintain on-site records of all vehicle maintenance and repairs performed on vehicles used in the performance of this contract. The contractor shall institute methods to identify and prevent vehicle breakdowns, with detailed procedure for alternative transportation of patients in the event of mechanical breakdown of vehicle.

(e) The contractor shall maintain on-site records identifying the character, physical capabilities, certifications and ongoing training of each employee performing services under this contract.

(f) The contractor shall have methods of identifying and preventing radio communication breakdowns and provide a detailed procedure for alternative communications in the event of electronic and mechanical breakdown.

(g) The contractor shall maintain on-site records of any complaints or problems with procedures taken to allow for corrections and/or elimination before effects caused interruption of contract performance. Any complaints or issues shall be reported to the COR/designee.

(h) The contractor shall participate in quarterly scheduled and/or unscheduled conference calls with the VA representatives to provide a report of on-going operational issues.

(i) The contractor shall have a system that verifies the licenses and driving records of individuals operating the vehicles. The contractor shall make this information available for review by the VA upon request.

K. PERFORMANCE STANDARD:

Contractor must meet required contract requirements. If the Contractor fails to meet contract requirements and circumstances are not deemed outside of the driver's control by the COR, the VA reserves the right to withhold payment for that trip.

L. CONTRACT ADMINISTRATION:

L.1 The Contractor shall contact the Contracting Officer on any changes to this contract. Only the Contracting Officer is authorized to make commitments to issue changes that will affect the price,

quantity, quality, or delivery terms of this contract. The Contracting Officer Representative (COR) shall be the primary point of contact for all other matters.

L.2 EVIDENCE OF INSURANCE COVERAGE:

Before award of the contract, the Contractor shall furnish to the Contracting Officer a certificate of Insurance which shall contain an endorsement to the effect that cancellation of, or any material change in, the policies which adversely affect the interest of the Government in such insurance, shall not be effective unless a 30-day written notice of cancellation or change is furnished the Contracting Officer.

L.3 INVOICING:

Pre-Bill submission. The Contractor shall maintain a record of all trips and provide an excel report to the COR monthly *prior* to submission of payment, for pre-approval. Information to include:

- a) Date of pick up
- b) Time of pick up
- c) Patient's Name (first and last)
- d) Pick up point (include address, telephone #, city, state, building and/or room number if applicable)
- e) Destination (include address, telephone #, city, state, building and/or room number if applicable)
- f) Base Rate
- g) Mileage over the 20-mile threshold
- h) Charges for No Load Mileage
- i) Any wait time charges greater than 15 minutes
- j) Any specific physician instructions

Once confirmation by the COR has been received by the Contractor, they can then attach the report and it shall accompany the invoice for each billing cycle. The Contractor shall contact the COR with any questions, requests for clarification, or the need for additional information. The Contractor shall provide above information no later than the 10th of each month emailed with secured encryption to the COR at shardella.spaddy@va.gov.

Payment to the Contractor. Payment to the Contractor shall be made monthly, in arrears, upon receipt of a properly prepared invoice. Payment for services will be at the rates specified in the Schedule of Supplies/Services. All monthly invoices from the Contractor will be electronically submitted to the following through the Tungsten Network within 30 days of the end of each month's services:

Department of Veterans Affairs
Financial Services Center
PO Box 149971
Austin TX 78714-8971
Customer Support Help Desk (877-353-9791)

The information page for the Financial Service Center of the Department of Veterans Affairs that includes information regarding electronic invoice submission can be referenced at:

<http://www.fsc.va.gov/einvoice.asp>

NOTE: Invoices for payment may be rejected if all information required by FAR Clause 52.212-4(g) is not included. Invoices without the required information will be returned.

Invoices must be approved by the COR prior to payment release. Invoices without the required information will be returned.

All invoices must include the assigned purchase order number, with attached trip sheet and be submitted within 10 days following the month of service.

Failure to comply with all terms and conditions of this contract shall result in invoices/claims submitted for reimbursement during that period to be considered incomplete. Interest penalties imposed under the Prompt Payment Act shall not apply to incomplete invoices or invoices received after the established invoice due date.

Contractor will identify and assign personnel to be the liaison for billing purposes.

Billings rendered by the Contractor to the Philadelphia VA for services furnished to a VA Altoona Healthcare beneficiary under the terms of this contract shall be billings in full. Neither the beneficiary, his insurer, nor any third party shall be billed. Billed services will be verified by VA staff and COR.

The Department of Veterans Affairs Financial Service Center (FSC) is the designated agency office for invoice receipt in accordance with the Prompt Payment Act (5 CFR Part 1315). FSC or its designated representative may contact the vendor to provide specific instructions for electronic submission of invoices. The vendor shall be responsible for any associated expenses. FSC may utilize third-party contractors to facilitate invoice processing.

M. Department of Labor Wage Determination

Service Contract Act DOL Wage Determination No. 2015-4233 applies to the resultant Contract from this solicitation. FAR 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) applies to the resultant contract; therefore, the offeror shall not include in his proposed option year prices any allowance for any contingency to cover increased costs for which adjustment is provided under FAR 52.222-43.

N. HIPAA COMPLIANCE:

Contractor must adhere to the provisions of Public Law 104-91, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI).

O. PERFORMANCE STANDARDS:

The Contractor shall maintain performance standards in accordance with the Performance Standards Summary and the PWS.

Quality Assurance Surveillance Plan (QASP)

Service Requirement	Performance Measure	Acceptable Quality Level	Method of Surveillance	Incentive (Positive and /or Negative Impact)
Wheelchair Transport Service Response Times Reference PWS	Transport patient within timeframes listed in PWS	95% during rating period	Review of Trip Log and Customer Feedback	Incentive Positive Past Performance Review Disincentive Unfavorable contractor performance evaluation
Certifications and Training to include Government Privacy Training Reference PWS	Contractor/ employee to maintain current proper licenses and ensure all attendants are properly trained and competent to provide service	98% during rating period	Random surveillance/ Customer Feedback	Incentive Positive Past Performance Review Disincentive Unfavorable contractor performance evaluation
Submit Monthly Report/ Trip Sheets Reference PWS	All monthly reports submitted within 10 calendar days of following the end of the month of service	98% during rating period	COR completes 100% inspection of all monthly deliverables	Incentive Positive Past Performance Review Disincentive Unfavorable contractor performance evaluation
Customer Complaints	Contractor must maintain a 98% customer satisfaction rate per 100 trips to be considered as providing acceptable service	98% during rating period	Acceptable service is considered as having no more than two (2) valid complaint per 100 trips	Incentive Positive Past Performance Review Disincentive Unfavorable contractor performance evaluation

P. CONTRACTOR PERSONNEL SECURITY REQUIREMENTS:

All contractor employees and subcontractor employees requiring unescorted access to VA facilities and/or access to VA Technology resources (network and/or protected data) must complete a Special Agreement Check (SAC) investigation conducted by the FBI National Criminal History Check (NCHC).

The following forms are required for a SAC:

Fingerprints

OF306 Declaration for Federal Employment.

The employee must be fingerprinted as part of the investigation. Electronic fingerprinting can be performed at the Altoona VA Medical Center and will be coordinated through the COR and Human Resources Office.

The Contractor shall bear the expense of the background investigation(s), regardless of the final adjudication determination. A Bill of Collections shall be generated by the VA after final adjudication determination has been received.

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE

1. GENERAL

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

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

a. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

b. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with 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 COTR.

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 COTR 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 COTR. 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 preapproved 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 COTR 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
- (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 \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

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

8. SECURITY CONTROLS COMPLIANCE TESTING

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

9. TRAINING

a. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:

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

CONTRACTOR RULES OF BEHAVIOR

This User Agreement contains rights and authorizations regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the Department of Veterans Affairs (VA). This User Agreement covers my access to all VA data whether electronic or hard copy ("Data"), VA information systems and resources ("Systems"), and VA sites ("Sites"). This User Agreement incorporates Rules of Behavior for using VA, and other information systems and resources under the contract.

1. GENERAL TERMS AND CONDITIONS FOR ALL ACTIONS AND ACTIVITIES UNDER THE CONTRACT:

a. I understand and agree that I have no reasonable expectation of privacy in accessing or using any VA, or other Federal Government information systems.

b. I consent to reviews and actions by the Office of Information & Technology (OI&T) staff designated and authorized by the VA Chief Information Officer (CIO) and to the VA OIG regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA. These actions may include monitoring, recording, copying, inspecting, restricting access, blocking, tracking, and disclosing to all authorized OI&T, VA, and law enforcement personnel as directed by the VA CIO without my prior consent or notification.

c. I consent to reviews and actions by authorized VA systems administrators and Information Security Officers solely for protection of the VA infrastructure, including, but not limited to monitoring, recording, auditing, inspecting, investigating, restricting access, blocking, tracking, disclosing to authorized personnel, or any other authorized actions by all authorized OI&T, VA, and law enforcement personnel.

d. I understand and accept that unauthorized attempts or acts to access, upload, change, or delete information on Federal Government systems; modify Federal government systems; deny access to Federal government systems; accrue resources for unauthorized use on Federal government systems; or otherwise misuse Federal government systems or resources are prohibited.

e. I understand that such unauthorized attempts or acts are subject to action that may result in criminal, civil, or administrative penalties. This includes penalties for violations of Federal laws including, but not limited to, 18 U.S.C. §1030 (fraud and related activity in connection with computers) and 18 U.S.C. §2701 (unlawful access to stored communications).

f. I agree that OI&T staff, in the course of obtaining access to information or systems

on my behalf for performance under the contract, may provide information about me including, but not limited to, appropriate unique personal identifiers such as date of birth and social security number to other system administrators, Information Security Officers (ISOs), or other authorized staff without further notifying me or obtaining additional written or verbal permission from me.

g. I understand I must comply with VA's security and data privacy directives and handbooks. I understand that copies of those directives and handbooks can be obtained from the Contracting Officer's Technical Representative (COTR). If the contractor believes the policies and guidance provided by the COTR is a material unilateral change to the contract, the contractor must elevate such concerns to the Contracting Officer for resolution.

h. I will report suspected or identified information security/privacy incidents to the COTR and to the local ISO or Privacy Officer as appropriate.

2. GENERAL RULES OF BEHAVIOR

a. Rules of Behavior are part of a comprehensive program to provide complete information security. These rules establish standards of behavior in recognition of the fact that knowledgeable users are the foundation of a successful security program. Users must understand that taking personal responsibility for the security of their computer and the information it contains is an essential part of their job.

b. The following rules apply to all VA contractors. I agree to:

(1) Follow established procedures for requesting, accessing, and closing user accounts and access. I will not request or obtain access beyond what is normally granted to users or by what is outlined in the contract.

(2) Use only systems, software, databases, and data which I am authorized to use, including any copyright restrictions.

(3) I will not use other equipment (OE) (non-contractor owned) for the storage, transfer, or processing of VA sensitive information without a VA CIO approved waiver, unless it has been reviewed and approved by local management and is included in the language of the contract. If authorized to use OE IT equipment, I must ensure that the system meets all applicable 6500 Handbook requirements for OE.

(4) Not use my position of trust and access rights to exploit system controls or access information for any reason other than in the performance of the contract.

(5) Not attempt to override or disable security, technical, or management controls unless expressly permitted to do so as an explicit requirement under the contract or at the direction of the COTR or ISO. If I am allowed or required to have a local administrator account on a government-owned computer, that local administrative account does not confer me unrestricted access or use, nor the authority to bypass security or other controls except as expressly permitted by the VA CIO or CIO's designee.

(6) Contractors' use of systems, information, or sites is strictly limited to fulfill the terms of the contract. I understand no personal use is authorized. I will only use other Federal

government information systems as expressly authorized by the terms of those systems. I accept that the restrictions under ethics regulations and criminal law still apply.

(7) Grant access to systems and information only to those who have an official need to know.

(8) Protect passwords from access by other individuals.

(9) Create and change passwords in accordance with VA Handbook 6500 on systems and any devices protecting VA information as well as the rules of behavior and security settings for the particular system in question.

(10) Protect information and systems from unauthorized disclosure, use, modification, or destruction. I will only use encryption that is FIPS 140-2 validated to safeguard VA sensitive information, both safeguarding VA sensitive information in storage and in transit regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA.

(11) Follow VA Handbook 6500.1, *Electronic Media Sanitization* to protect VA information. I will contact the COTR for policies and guidance on complying with this requirement and will follow the COTR's orders.

(12) Ensure that the COTR has previously approved VA information for public dissemination, including e-mail communications outside of the VA as appropriate. I will not make any unauthorized disclosure of any VA sensitive information through the use of any means of communication including but not limited to e-mail, instant messaging, online chat, and web bulletin boards or logs.

(13) Not host, set up, administer, or run an Internet server related to my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA unless explicitly authorized under the contract or in writing by the COTR.

(14) Protect government property from theft, destruction, or misuse. I will follow VA directives and handbooks on handling Federal government IT equipment, information, and systems. I will not take VA sensitive information from the workplace without authorization from the COTR.

(15) Only use anti-virus software, antispyware, and firewall/intrusion detection software authorized by VA. I will contact the COTR for policies and guidance on complying with this requirement and will follow the COTR's orders regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with VA.

(16) Not disable or degrade the standard anti-virus software, antispyware, and/or firewall/intrusion detection software on the computer I use to access and use information assets or resources associated with my performance of services under the contract terms with VA. I will report anti-virus, antispyware, firewall or intrusion detection software errors, or significant alert messages to the COTR.

(17) Understand that restoration of service of any VA system is a concern of all users of the system.

(18) Complete required information security and privacy training, and complete required

training for the particular systems to which I require access.

3. ADDITIONAL CONDITIONS FOR USE OF NON- VA INFORMATION TECHNOLOGY RESOURCES

a. When required to complete work under the contract, I will directly connect to the VA network whenever possible. If a direct connection to the VA network is not possible, then I will use VA approved remote access software and services.

b. Remote access to non-public VA information technology resources is prohibited from publicly-available IT computers, such as remotely connecting to the internal VA network from computers in a public library.

c. I will not have both a VA network line and any kind of non-VA network line including a wireless network card, modem with phone line, or other network device physically connected to my computer at the same time, unless the dual connection is explicitly authorized by the COTR.

c. I understand that I may not obviate or evade my responsibility to adhere to VA security requirements by subcontracting any work under any given contract or agreement with VA, and that any subcontractor(s) I engage shall likewise be bound by the same security requirements and penalties for violating the same.

4. STATEMENT ON LITIGATION

This User Agreement does not and should not be relied upon to create any other right or benefit, substantive or procedural, enforceable by law, by a party to litigation with the United States Government.

4. ACKNOWLEDGEMENT AND ACCEPTANCE

I acknowledge receipt of this User Agreement. I understand and accept all terms and conditions of this User Agreement, and I will comply with the terms and conditions of this agreement and any additional VA warning banners, directives, handbooks, notices, or directions regarding access to or use of information systems or information. The terms and conditions of this document do not supersede the terms and conditions of the signatory's employer and VA.

Print or type your full name

Signature

Last 4 digits of SSN

Date

Office Phone

Position Title

Contractor's Company Name

Please complete and return the original signed document to the COTR within the timeframe stated in the terms of the contract

Q. ADDITIONAL SECURITY REQUIREMENT

All Contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following additional training requirements before being granted access to VA information and its systems: "HIPAA-Focused Training" prior to the performance of the contract and annually thereafter. Training must be completed in VA's Talent Management System (TMS) <https://www.tms.va.gov/SecureAuth35/>. Certification of Completion is required to be provided to COR for each employee working on this contract.

R. VHA DIRECTIVE 1192 (INFLUENZA)

VHA Directive 1192 requires all health care personnel (HCP) to participate in the seasonal influenza prevention program and outlines the key implementation steps. Health care personnel is defined in VHA Directive 1192 as all VA licensed and unlicensed, clinical and administrative, paid and unpaid, full- and part-time employees, intermittent employees, fee basis employees, VA contractors, students, researchers, volunteers, and trainees who work in VHA locations. HCP covered by the policy are expected to receive annual influenza vaccination. Those HCP unable or unwilling to be vaccinated are required to wear a face mask throughout the influenza season. Masks are available at entrances throughout the medical center.

It is the responsibility of the Contractor to ensure that all contract staff is compliant with the requirements outlined in VHA Directive 1192. The Contractor shall maintain the following documentation:

- Documentation of vaccination, e.g., signed record of immunization from a health care provider or pharmacy, or a copy of medical records documenting the vaccination.
- Completed Health Care Personnel Influenza Vaccination Form (Attachment B of VHA Directive 1192) if unwilling or unable to receive the vaccine.

The contractor is required to submit annual certification to the Contracting Officer's Representative (COR) that all contract staff performing services at VA facilities are in compliance with VHA Directive 1192.

See HEALTH CARE PERSONNEL INFLUENZA VACCINATION FORM below.

VA HEALTH CARE PERSONNEL INFLUENZA VACCINATION FORM

☐ I received the seasonal influenza vaccine this flu season (required documentation is attached.)

☐ I decline to receive seasonal influenza vaccine at this time for the following reason:

Select the single answer that best fits your reason:

☐ I do not like needles.

☐ I have a philosophical or religious reason for not receiving the vaccine.

☐ I have an allergy to the vaccine or one of its components.

☐ I am concerned about the side effects/safety of the vaccine.

☐ I have never had the flu and don't think I will this season.

☐ I have another reason. (Please explain)

I acknowledge that VHA policy requires health care personnel to receive the influenza vaccine every year. I understand that if I decline to receive the vaccine and/or to provide proof of vaccination by November 30 or within two weeks of beginning employment if after November 30, I must wear a face mask according to requirements and guidelines within the Directive 1192, Seasonal Influenza Prevention Program.

I have read and fully understand the information on this form and have been given the opportunity to have my questions answered.

Signature: _____

Date: _____

Name (print): _____

Last 4 SS# _____

Contractor Name: _____