

**B.2 PRICE/COST SCHEDULE**

<b>Guaranteed Minimum Order Amount per Awardee:</b>	<b>\$100,000.00</b>
<b>Maximum Single Task Order Amount per Awardee:</b>	<b>\$3,000,000.00</b>
<b>Maximum Contract Value for Base Period and All Option Periods:</b>	<b>\$20,000,000.00</b>

**BASE YEAR**

LINE ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
<b>0001</b>	<b>Wheelchair/Scooter Patient</b>				
0001AA	Loaded passenger mileage rate, for trips more than 30 miles in length Within the Catchment Area	300,000	Miles		
0001BB	Loaded Passenger mileage rate, for trips Outside the Catchment Area. (Est. 100 Trips)	10,000	Miles		
<b>0002</b>	<b>Stretcher Patient</b>				
0002AA	Loaded passenger mileage rate, for trips more than 30 miles in length within the Catchment Area	1,000	Miles		
0002BB	Loaded passenger mileage rate, for trips Outside the Catchment Area (Est. 100 Trips)	10,000	Miles		
<b>0003</b>	<b>Contractor Attendant</b> Mileage rate for wheelchair and ambulatory patient's trips requiring a contractor attendant.	1,000	Miles		
<b>0004</b>	<b>Waiting time</b> To begin 15 minutes after designated pickup time. Not-to-exceed \$30 per pickup.	3,600	Minutes	\$1.00	
<b>0005</b>	<b>Local Trips</b> Loaded passenger trips less than 30 miles in length				
0005AA	Wheelchair	9,500	EA		
0005BB	Stretcher	200	EA		
<b>0006</b>	<b>Cancelled Trips</b>				
0006AA	0-50 miles	60	EA		
0006BB	Over 50 miles	60	EA		
0006CC	Station Error	100	One-Way Mileage (100)		
	<b>TOTAL PRICE BASE YEAR</b>				

## OPTION YEAR ONE

LINE ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
<b>1001</b>	<b>Wheelchair/Scooter Patient</b>				
1001AA	Loaded passenger mileage rate, for trips more than 30 miles in length Within the Catchment Area	300,000	Miles		
1001BB	Loaded Passenger mileage rate, for trips Outside the Catchment Area. (Est. 100 Trips)	10,000	Miles		
<b>1002</b>	<b>Stretcher Patient</b>				
1002AA	Loaded passenger mileage rate, for trips more than 30 miles in length within the Catchment Area	1,000	Miles		
1002BB	Loaded passenger mileage rate, for trips Outside the Catchment Area (Est. 100 Trips)	10,000	Miles		
<b>1003</b>	<b>Contractor Attendant</b> Mileage rate for wheelchair and ambulatory patient's trips requiring a contractor attendant.	1,000	Miles		
<b>1004</b>	<b>Waiting time</b> To begin 15 minutes after designated pickup time. Not-to-exceed \$30 per pickup.	3,600	Minutes	\$1.00	
<b>1005</b>	<b>Local Trips</b> Loaded passenger trips less than 30 miles in length				
1005AA	Wheelchair	9,500	EA		
1005BB	Stretcher	200	EA		
<b>1006</b>	<b>Cancelled Trips</b>				
1006AA	0-50 miles	60	EA		
1006BB	Over 50 miles	60	EA		
1006CC	Station Error	100	One-Way Mileage (100)		
	<b>TOTAL PRICE OPTION YEAR ONE</b>				

## OPTION YEAR TWO

LINE ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
<b>2001</b>	<b>Wheelchair/Scooter Patient</b>				
2001AA	Loaded passenger mileage rate, for trips more than 30 miles in length Within the Catchment Area	300,000	Miles		
2001BB	Loaded Passenger mileage rate, for trips Outside the Catchment Area. (Est. 100 Trips)	10,000	Miles		
<b>2002</b>	<b>Stretcher Patient</b>				
2002AA	Loaded passenger mileage rate, for trips more than 30 miles in length within the Catchment Area	1,000	Miles		
2002BB	Loaded passenger mileage rate, for trips Outside the Catchment Area (Est. 100 Trips)	10,000	Miles		
<b>2003</b>	<b>Contractor Attendant</b> Mileage rate for wheelchair and ambulatory patient's trips requiring a contractor attendant.	1,000	Miles		
<b>2004</b>	<b>Waiting time</b> To begin 15 minutes after designated pickup time. Not-to-exceed \$30 per pickup.	3,600	Minutes	\$1.00	
<b>2005</b>	<b>Local Trips</b> Loaded passenger trips less than 30 miles in length				
2005AA	Wheelchair	9,500	EA		
2005BB	Stretcher	200	EA		
<b>2006</b>	<b>Cancelled Trips</b>				
2006AA	0-50 miles	60	EA		
2006BB	Over 50 miles	60	EA		
2006CC	Station Error	100	One-Way Mileage (100)		
	<b>TOTAL PRICE OPTION YEAR TWO</b>				

## OPTION YEAR THREE

LINE ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
<b>3001</b>	<b>Wheelchair/Scooter Patient</b>				
3001AA	Loaded passenger mileage rate, for trips more than 30 miles in length Within the Catchment Area	300,000	Miles		
3001BB	Loaded Passenger mileage rate, for trips Outside the Catchment Area. (Est. 100 Trips)	10,000	Miles		
<b>3002</b>	<b>Stretcher Patient</b>				
3002AA	Loaded passenger mileage rate, for trips more than 30 miles in length within the Catchment Area	1,000	Miles		
3002BB	Loaded passenger mileage rate, for trips Outside the Catchment Area (Est. 100 Trips)	10,000	Miles		
<b>3003</b>	<b>Contractor Attendant</b> Mileage rate for wheelchair and ambulatory patient's trips requiring a contractor attendant.	1,000	Miles		
<b>3004</b>	<b>Waiting time</b> To begin 15 minutes after designated pickup time. Not-to-exceed \$30 per pickup.	3,600	Minutes	\$1.00	
<b>3005</b>	<b>Local Trips</b> Loaded passenger trips less than 30 miles in length				
3005AA	Wheelchair	9,500	EA		
3005BB	Stretcher	200	EA		
<b>3006</b>	<b>Cancelled Trips</b>				
3006AA	0-50 miles	60	EA		
3006BB	Over 50 miles	60	EA		
3006CC	Station Error	100	One-Way Mileage (100)		
	<b>TOTAL PRICE OPTION YEAR THREE</b>				

## OPTION YEAR FOUR

LINE ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
<b>4001</b>	<b>Wheelchair/Scooter Patient</b>				
4001AA	Loaded passenger mileage rate, for trips more than 30 miles in length Within the Catchment Area	300,000	Miles		
4001BB	Loaded Passenger mileage rate, for trips Outside the Catchment Area. (Est. 100 Trips)	10,000	Miles		
<b>4002</b>	<b>Stretcher Patient</b>				
4002AA	Loaded passenger mileage rate, for trips more than 30 miles in length within the Catchment Area	1,000	Miles		
4002BB	Loaded passenger mileage rate, for trips Outside the Catchment Area (Est. 100 Trips)	10,000	Miles		
<b>4003</b>	<b>Contractor Attendant</b> Mileage rate for wheelchair and ambulatory patient's trips requiring a contractor attendant.	1,000	Miles		
<b>4004</b>	<b>Waiting time</b> To begin 15 minutes after designated pickup time. Not-to-exceed \$30 per pickup.	3,600	Minutes	\$1.00	
<b>4005</b>	<b>Local Trips</b> Loaded passenger trips less than 30 miles in length				
4005AA	Wheelchair	9,500	EA		
4005BB	Stretcher	200	EA		
<b>4006</b>	<b>Cancelled Trips</b>				
4006AA	0-50 miles	60	EA		
4006BB	Over 50 miles	60	EA		
4006CC	Station Error	100	One-Way Mileage (100)		
	<b>TOTAL PRICE OPTION YEAR FOUR</b>				

<b>TOTAL CONTRACT PRICE</b>			
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## B.3 PERFORMANCE WORK STATEMENT

### 1. DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The contractor shall provide all Non-Emergency, Special Mode Transportation (SMT) services as identified within the performance work statement (PWS) for beneficiaries of North Florida/South Georgia Veteran Health System, and its associated healthcare facilities. The Contractor shall provide all transport vehicles, personnel, management, supplies, transportation, fuel, equipment, reports, and anything else necessary to successfully furnish Non-Emergency SMT service as identified in the Price and Cost Schedule and the PWS in accordance with all terms, conditions, and provisions stated herein. The contract term shall cover a One (1) year Base Period, plus four (4) additional option years; the one (1) year option years are subject to be exercised at the Government's discretion. **The contractor's responsibility shall cover non-emergency transportation services with NF/SG Veterans Healthcare System catchment area which consists of thirteen counties: Alachua, Duval, Sumter, Marion, Putnam, St. Johns, Columbia, Leon, Taylor, Jackson, Ware, Lowndes, and Camden.** The successful vendor is required to continuously be compliant with the requirement contained herein, and meet or exceed the standards of, but not limited to the Joint Commission and Florida State Department of Health Regulations. The following facilities shall be covered under this PWS; however, their physical addresses may change during the life of the contract, and this list may expand in conjunction with the Mission Act:

- Malcom Randall VA Medical Center, 1601 SW Archer Rd, Gainesville, FL 32608-1197
- Lake City VA Medical Center, 619 S. Marion Ave., Lake City, FL 32025-5808
- Jacksonville OPC (Additional Jacksonville Locations), 1536 N Jefferson St, Jacksonville, FL 32209
- Sergeant Ernest I "Boot" Thomas HCC, 2181 East Orange Ave., Tallahassee, FL 32311
- The Villages OPC, 8900 SE 165<sup>th</sup> Mulberry Ln, The Villages, FL 32162
- Marianna CBOC, 4970 Highway 90, Marianna, FL 32446
- Ocala CBOC (Ocala West Campus), 1515 E. Silver Springs Blvd., Ocala, FL 34470
- Palatka CBOC, 400 North State Road 19, Suite 48, Palatka, FL 32177
- Perry CBOC, 1224 North Peacock Ave., Perry, FL 32347
- St. Augustine CBOC (Interim Location) 195 SouthPark Blvd., St. Augustine, FL 32086
- St. Mary's CBOC, 205 Lake Shore Point, St. Mary's, GA 31558
- Valdosta CBOC, 2841 N. Patterson St, Valdosta, GA 31602
- Waycross CBOC, 515B City Boulevard, Waycross, GA 31501

### 2. CONTRACT DEFINITIONS/ACRONYMS AND TERMS

- a) Catchment Area – defined as all areas located within the list of thirteen counties shown above.
- b) Ambulatory Patient – A non-emergency VA beneficiary who does not require the use of a handicap ambulance, wheelchair, or stretcher van, who can utilize normal forms of transportation such as taxi or hired car but have been determined as needing transportation assistance for medical reasons. A VA clinician determines if the patient requires special mode transportation based on a medical impairment or special need (to include but not limited to: blindness, mental health deficiency, amputees, etc.)
- c) Stretcher Patient – A non-emergency patient whose severe mobility impairment requires him or her to remain in a lying position, unable to sit in an upright position for prolonged periods of time. A VA clinician determines the patient's need for stretcher transport.
- d) Wheelchair Patient- A non-emergency VA beneficiary confined to a wheelchair, using a wheelchair for mobility or with mobility impairments, whose handicap prevents use of normal modes of transportation such as car, van or taxi. A VA clinician determines the patient needs wheelchair transport.
- e) Attendant/Escort – A medical attendant may be required to assist with transportation, when deemed necessary by a VA physician. An escort is a non-medical attendant which can be a caregiver, family member, medical technician or VA employee that may accompany the patient in addition to the driver.
- f) Beneficiary – Veterans and other members determined to be eligible for benefits by the VA.

- g) Base Rate – Base Rate is defined as the rate paid for one-way transportation from a designated pick-up point to a designated delivery point. This rate shall be paid for all authorized one-way trips ordered under this contract action, with employees (included in Section Contract Documents, Exhibits, or Attachments) during all phases of the trip made on behalf of the Government. The attached Service Contract Act wage determination shall be updated for each option when/if new revisions are issued. The Base Rate shall constitute full compensation for one-way trips as shown in the Price and Cost Schedule for the medical facility.
- h) Cancellation - A cancellation is defined as a request for service by authorized Medical Center personnel whereby the Contractor arrives at the designated pick-up point and no patient is transported due to a change in the Medical Center's needs. Attendant fees for cancellation/no shows will begin at the point of picking up the veteran. A flat rate will be assessed for the attendant for cancellation/no shows.
- i) Mileage Rate – Mileage rate for special mode is the rate paid for each mile traveled. This rate applies to one-way transportation only. Reimbursement for mileage shall be at the mileage rate stated in the price/cost schedule and shall be based upon the miles from the pick-up point and the specified destination. Distances areas of coverage shall be calculated using current [www.bing.com/maps](http://www.bing.com/maps).
- j) No Show - is defined when the beneficiary receiving services is not present at the time of transport or declines to go with the contracted service. Attendant fees for cancellation/no shows will begin at the point of picking up the veteran. No Shows will be treated as Cancellations and will be covered under the Cancelled Trips CLIN for invoicing purposes.
- k) No-Patient Transport – The Contractor shall not assess charges on scheduled pick-ups that are cancelled in advance by the VA and/or the patient cancels due to being unable to arrive for scheduled appointment in time.
- l) Routine Services – Trips scheduled in advance by the VA, typically one day prior to travel. Beneficiary, caregiver, or significant others cannot contact the Contractor directly to schedule routine trips.
- m) Wait Time – Is the time a vehicle is waiting at a medical provider's facility, to which the transportation provider transported the beneficiary to transport the beneficiary to another destination, during the same trip.
- n) Cognitive Impairment - A cognitive impairment affects a person's ability to reason, understand, and learn.
- o) Disability – The term "disability means, with respect to an individual means:
  - 1) A physical or a mental impairment that substantially limits one or more of the major life activities of such individual;
  - 2) A record of such impairment
  - 3) Being regarded as having such impairment (P.L. 101-336, Se)
- p) Hearing Impairment - Hearing impairments range from a mild hearing loss to total deafness. Those who are hard of hearing often use their residual hearing and lip read when communicating face-to-face. People who are deaf may use American Sign Language or lip-read and may speak for themselves or use a sign-language interpreter.
- q) Mobility Impairment - Mobility impairment refers to the inability of a person to use one or more of his/her extremities, or a lack of strength to walk, grasp, or lift objects. The use of a wheelchair, crutches, or a walker may be utilized to aid in mobility.
- r) Speech Impairment - Speech impairments range from problems with articulation or voice strength to complete voiceless. People with speech impairments may have difficulty in projection, articulation and fluency. Some people with speech impairments may use assistive devices or an interpreter to communicate.
- s) Visual Impairment - A visual impairment affects a person's ability to see and includes: (1) inability to see images clearly and distinctly; (2) loss of visual field; (3) inability to detect

small changes in brightness; (4) color blindness; and (5) sensitivity to light. A cane or sight dog may be used to assist with mobility, and/or Braille may be used to read.

- t) Durable Medical Equipment (DME) - Medical equipment that is ordered by a doctor for use in the home, such as walkers and wheelchairs.
- u) Joint Commission (JC) (Formerly Joint Commission on Accreditation of Healthcare Organizations) – A national organization dedicated to improving the care, safety and treatment of patients in a health care facility and environment.
- v) Quality Control and Quality Control Plan (QCP) – Those actions taken by the Contractor to control the production of goods or services, so they shall meet the requirements of the contract.
- w) Contracting Officer (CO) – VA official with the authority to enter, administer, and/or terminate contracts and make related determinations and findings.
- x) Contracting Officer's Representative (COR) – VA official responsible for providing contract oversight and technical guidance to the Contracting Officer. Responsibilities include certification of invoices, placing orders for service, providing technical guidance, overseeing technical aspects of the contract, and serves as a member of the vehicle inspection team. All administrative functions remain with the Contracting Officer.
- y) Scheduled Trip(s) – The term "Scheduled Trip" refers to those trips in which the Contractor has been given notice by 6:00 p.m., the prior business day of required services and a specific pick-up time.
- z) Contractor – The term "Contractor" as used herein refers to both the prime Contractor and his/her employees, and any sub-contractor and their employees. The Contractor shall be responsible for assuring that his/her subcontractors comply with the provisions of this contract.
- aa) Administrative Officer of the Day (AOD) - VA official that works in the admission/ Emergency Department area during evenings and nights and monitors hospital activities during other than normal working hours. This person authorized transports.
- bb) Beneficiary Travel Department – Department within the VA that oversees the Beneficiary Travel Program and its entitlements. This includes transportation such as the SMT services.
- cc) Beneficiary Travel Department Supervisor - Individual who manages the employees working within the Beneficiary Travel Department.
- dd) Beneficiary Travel (BT) Department Personnel – An individual designated by the Contracting Officer for the medical facility, who is authorized to commit and obligate the government through the life of the contract, with consent from the Contracting Officer.
- ee) Federal holidays include New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and other specifically designated days by the President of the United States to be a national holiday. When a holiday falls on a Sunday, the following Monday shall be observed as a legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed by U. S. Government agencies.

### **3. JCAHO STANDARDS**

- a) The Contractor shall perform required services in accordance with the standards of the Joint Commission on the Accreditation of Healthcare Organization (JCAHO) and the established principles and ethics of the medical profession established by the American Medical Association (AMA) and American College of Emergency Physicians (ACEP). The Contractor shall adhere to the Department of Veteran Affairs policies, procedures, and a regulation that governs the Beneficiary Travel Program is Title 38 Code of Federal Regulations (CFR) Section 70.
- b) The Contractor shall comply with the provisions of the Privacy Act of 1974.
- c) Portability and Accountability Act (HIPAA) of 1996 and VA Directive and Handbook 0710. The Contractor shall not maintain and/or share sensitive or patient identifiable information in any form or for any purpose, other than what is needed to perform its obligation under the established business associate agreement (BAA). By entering this contract, the Contractor certifies they comply with HIPAA as it pertains to general patient information, HIV, drug and alcohol abuse, and sickle cell anemia.
- d) The contractor shall, always during the contract period, have on his/her premises a functioning fax machine, email and telephone to communicate requirements with the VA (i.e., patient incidents, requests for service, special correspondence, etc).

### **4. PERFORMANCE AND QUALIFICATIONS**

- a) The Contractor shall provide non-emergency transportation services on an "as needed" basis. Services may be required 24-hours per day/7-day a week, 365 days a year, within the states of Florida and Georgia. The contractor shall provide all manpower, equipment, vehicles, fuel, materials and supplies and supervision necessary to perform all tasks. Vehicles shall have appropriate fuel capacity to complete the transport without stopping for refueling, unless making a transport beyond the capability of the fuel tank of the vehicle.
- b) The Contractor shall adhere to the Department of Veteran Affairs regulations and the policies, procedures, and regulations of North Florida/South Georgia Veterans Health System.
- c) The contractor, upon request, shall provide quality data and information related to services for participation in North Florida/South Georgia Veterans Health System Performance Improvement Programs when requested to do so. Upon request the contractor shall also provide documentation of the competency of staff that shall be providing the contracted services. The Contractor shall ensure employees providing work on this contract are fully trained and competent to perform the required work; they shall also maintain records that document competence/performance level of employees working on this contract. Upon request, the contractor shall provide a current copy of their competency assessment checklist and annual performance evaluation to the Contracting Officers' Representative (COR) for each contractor employee working on this contract.
- d) The Contractor shall provide a minimum of a toll-free telephone and/or a locally dialed telephone number for accepting VA calls. It is estimated that 90% of all requests for Beneficiary/Patient Transportation Services shall be placed initially by telephone - followed by a written request via secure Facsimile or email. Requests for service may also be in writing or oral from an authorized representative of the VA, and may be completed by telephone, facsimile, mail, e-mail, text message or in person.
- e) If the contractor's place of business is located beyond the local telephone call zone of the NF/SG (386, 352, 904 and 850) area code, the contractor shall install and provide to the NF/SG, a toll-free number for accepting the NF/SG calls.

- f) The contractor shall, always during the contract period, have on his/her premises a functioning telephone to communicate requirements with the VA (i.e., patient incidents, requests for service, special correspondence, etc.). Use of this communication system shall be mutually agreed upon after award but prior to contract performance.
- g) Secure/Encrypted Email - The Contractor shall acquire compatible Public Key Infrastructure (PKI) to transmit encrypted email with personally identifiable information and receive similar encrypted email from the VA.

## **5. ORDERING SERVICE**

- a) Drivers shall return patients in the order that they are requested. Drivers shall not skip departing patients to cover a longer distance versus a shorter distance. Only with the approval of the Travel Section Supervisor will this be authorized. Repeated instances of skipping may lead to termination of the contract or discontinuance of further order placement. Invoices for payment shall include a copy of the trip ticket and the name of the trip requester to ensure payments.
- b) Request(s) for VA Beneficiary/Patient special mode transportation services shall be provided to the Contractor as soon as it is known by the Beneficiary Travel Department, and/or Administrator Officer on Duty (AOD). The authorized VA staff must obtain a written authorization in the form of a Beneficiary Travel consult.
- c) Request for services shall be made from authorized personnel by Email or Fax. A list of authorized personnel shall be provided to the contractor. Telephonic requests shall be followed with either email/fax or admission/discharge packets.
- d) The Contractor shall ensure that requests for services are received from Beneficiary Travel Department, and/or Administrator Officer on Duty (AOD). Services rendered in response to requests from other than authorized personnel shall be at the risk of the Contractor and any cost related thereto may be borne by the Contractor.
- e) When transporting patient(s) leaving the medical facility, the Contractor shall be required, if necessary, to transport a maximum of three items (boxes or luggage) of the patient's personal effects at no additional cost to the VA. Weight and size of these items shall be limited to that which one person can reasonably pick up and load into the vehicle. All patients (including mental health) shall have belongings inventoried and maintained separately while being transported.
- f) The Contractor shall submit an invoice summary to account for all requests for services. The summary shall indicate the date and time of service call, name of beneficiary requiring services, type of transportation requested, designated pick-up and delivery points and actual time of arrival at the pick-up and delivery points. Copies of invoice summary shall be provided along with the invoices sent for payment.
- g) The Contractor shall submit an invoice summary that includes the contract number, invoice date, invoice number, dates of service, total amount due and billable rates per the price schedule.
- h) All patient transportation requests shall be placed per the contract line items and pricing as listed in Section B and shall be verified against invoices and trip tickets. When ordering services, the VA medical facility shall provide the following information:
  - 1. VA authorization number
  - 2. Mode of transportation required;
  - 3. Required date and time of arrival;
  - 4. Name of beneficiary;
  - 5. Pick-up and delivery point;
  - 6. Type of equipment required;

7. Last four of the patient's Social Security Number;
  8. Any special instructions.
  9. Patients may be transported to or from any designated location within the defined Catchment Area, encompassing the state of Florida and Georgia, to include county to county transports and within the county. All transports shall be between VA facilities or between the VA facility and a facility that provides care under VA auspices (i.e. Contract Nursing Home, Community Outpatient Clinics,) and/or between the home of the beneficiary receiving travel services and the VA facility. The VA staff shall specify the points of origin and the destination of every trip.
- i) When transporting a patient leaving the hospital, the Contractor shall be required, if necessary, to transport a maximum of three (3) items (boxes or luggage) of the patient's personal effects at no additional cost to the VA. Patients may bring a reasonable amount of equipment, such as folding wheelchair, consumable medical supplies and a personal suitcase. When transporting patients to or from Medical facilities, the driver, acting for the Contractor, shall ensure that the patient's luggage, medical records, medications and prosthetic devices are properly accounted for and delivered with the patient, as required.
  - j) When transporting patients to a VA or Community nursing home and/or ALF, upon arrival at the nursing home the driver shall give the VA Nursing Home Packet that accompanies the patient to the responsible nursing home staff member. If there are any discrepancies between the address listed on the Nursing Home Packet and the address listed in the trip request, the driver shall clarify the correct destination address with the Beneficiary Travel Department or the Administrator of the Day (AOD).
  - k) The contractor shall provide and respond to all special mode transportation calls in accordance with all Federal, State, and Local regulations governing dispatch of special mode/handicap transportation vehicles and medical care of on-board patients, to include measures to ensure timely arrival at the designated healthcare facility.

## **6. RESPONSE TIME**

- a) The Contractor's vehicles must respond within one hour after notification for unscheduled trips and 30 minutes for scheduled trips. Response time will be calculated from the Contractor's receipt of the telephonic/fax or email request for service. **The Contractor is responsible for finding any replacement vehicles as necessary. Payment will be made in accordance with the applicable CLIN pricing.**
- b) For return trips from scheduled outpatient visits, the Contractor shall ensure Veterans and other beneficiaries do not wait more than one hour after notification for unscheduled return trips and 30 minutes for scheduled return trips, no matter where patient lives.
- c) Patient pickups shall be completed within one hour after notification for unscheduled trips and 30 minutes for scheduled trips.
- d) Repeated failure to meet required response timeframes may result in termination of the contract, or discontinuance of further orders.
- e) Response time will be calculated from the Contractor's receipt of the telephonic/fax or email request for service.
- f) Contractor should acknowledge and inform the facility of the ability to provide the contracted services with the established response time for the specific request. If for any reason, they are unable to provide the service, they must notify the facility authorized requestor of their inability to provide the service.
- g) **The contractor shall miss no more than three patient pickups per 100. The COR will review the circumstances of each incident to determine who is at fault. A Letter of Concern shall be**

issued after every four missed pickups per 100 for which they are at fault, and the contractor shall provide a plan to prevent further instances.

- h) Failure of the contractor to perform in accordance with this compliance rating may constitute sufficient cause for termination of the contract for cause [see FAR Clause 52.212-4(m), Termination for Cause].

## **7. PATIENTS RIGHTS**

- a) The Contractor shall be courteous to VA Beneficiaries/Patients and any Authorized Escort, Family Member passenger or Significant Other passenger and “SMOKING IS NOT PERMITTED” in the Contractors’ Vehicles.
- b) Drivers must be courteous and considerate of all patients they are transporting. Any substantiated mistreatment of patients in the performance of this contract may be cause for immediate termination of the contract, or discontinuance of further ordering of services from the Contractor. Substantiated reports of mistreatment may be referred to appropriate law enforcement authorities as applicable. The VA reserves the right to request driver removal from transporting VA patients if mistreatment is substantiated.
- c) The Contractor shall report any patient incident initially on a signed incident report within twenty-four hours of the incident to the Beneficiary Travel Department or AOD. An assessment of the incident and a signed contractor response to the incident to include training and process changes shall be submitted to the Supervisor within five days from the date of the incident. A signed final analysis to include education, training, and process changes to prevent future incidents shall be submitted within thirty days to the Travel Department Supervisor.
- d) The Contractor shall not employ any persons for work on this contract if such employee is considered by the VA contracting officer to be a potential threat to the health, safety, security or operations of the VA. Contractor’s employees shall understand, speak, read, and write the English Language. No employee of the contractor can be a Federal employee, nor can they have any conflict of interest.
- e) The Contractor shall display a visible means of a medium that allows the patient to provide feedback, positive and negative to the Contractor (comment cards). Contractor shall provide a quarterly report of patient feedback to the Contracting Officer Representative (COR).

## **8. PATIENT ESCORT/CAREGIVER**

- a) The VA reserves the right to have an escort, such as a relative, or care provider of beneficiary or VA staff accompany beneficiary when the VA determines that such an escort is in the best interest of the beneficiary. The VA will be the sole judge in determining when an escort is required. There shall be no additional charge to the VA when escorts are authorized to travel with beneficiary. Contractor shall only be required to transport escort with patient and will not be required to return the escort back to point of origin if patient is admitted to hospital (unless the escort is a VA attendant or authorized VA caregiver).
- b) The North Florida/South Georgia Veterans Health System reserves the right to send an authorized official (Registered Nurse, Licensed Practical Nurse, Nursing Assistant, or Physician) to attend the patient in a transfer from our facility when deemed necessary to the patient’s welfare by medical staff.
- c) Contractor is required to return VA attendant to the point of origin. Reimbursement shall be limited to mileage rates as stated in the Price Schedule. The furnishing of the VA attendant does not relieve the Contractor from furnishing a qualified attendant in accordance with this contract.
- d) The Contractor shall provide an attendant upon request of the VA. An attendant is defined as a Contractor employee other than the driver on a given trip that meets the qualifications needed for medical transport. When completing a stretcher transport the vendor is

responsible for ensuring that a stretcher is included with this run, with no extra charge to the VA. The VA shall provide pertinent medical information and inform Contractor of special needs required for patient to determine the specific training and qualifications of the attendant needed. The Contractor shall ensure that each person employed is trained, qualified and certified to perform the duties required, including CPR certification.

## **9. RATES**

- a) The web-based application at [www.bing.com/maps](http://www.bing.com/maps), using the shortest time driving option, shall determine trip mileage. For all one-way trips ordered under this contract, the Contractor shall receive Special Mode Transportation base rate quoted. The Special Mode Transportation rate, as defined in section B.2 Price/Cost Schedule, shall constitute full compensation for one-way trips as defined herein.
- b) The same rates shall apply 24 hours per day. Payment for mileage traveled shall be limited to "one way only", the distance over which the patient is transported. Such mileage costs shall be paid in addition to the pick-up charge per trip for any trip. Allowable charges for mileage outside the contract Catchment Area (Florida/Georgia) shall not exceed +5% of the web-based application at [www.bing.com/maps](http://www.bing.com/maps) using the shortest time driving option shall determine trip mileage.

## **10. WAIT TIMES/TOLLS/NO SHOWS**

- a) "Waiting time" is billable for special trips approved by the COR or authorized personnel. This will be approved prior to trip. If vendor invoiced wait time is not pre-approved, payment will be denied.
- b) If the pickup is other than NF/SG Veterans Health System locations, the contractor shall call the Beneficiary Travel Office, during normal working hours, or the AOD, after-hours, as soon as the contractor anticipates that a delay may develop for which he/she expects to claim reimbursement. This call is only for verifying his arrival at the pickup point and is not necessary if the contractor anticipates no delay for the claimed pick-up point and is not necessary if the contractor anticipated no delay for which he/she shall claim reimbursement.
- c) Transportation services listed in this Performance Work Statement includes ferry, bridge, or road toll charges.
- d) If the VA decides that a previously scheduled trip may be cancelled, and a vehicle has already been dispatched to the designated pick-up point, the VA may notify the Contractor to cancel the trip. For orders that are cancelled while the Contractor is already in route before being notified, the Contractor shall be entitled to receive reimbursement in price schedule.
  1. This charge shall not be allowed if authorized VA personnel cancelled the trip **(2) hours prior** to the scheduled pickup time.
  2. If the Contractor arrives at the destination before the VA cancels the order, or if the Contractor is unable to perform a scheduled pick-up for reasons beyond the Contractor control, e.g., patient absence, or patient refusal, the Contractor shall receive 100% of the pick-up charge for a one-way trip, as provided in the schedule. Contractor will not; however, be entitled to mileage reimbursement.

## **11. CONTRACTOR PERFORMANCE**

- a) At the time of the request, the Contractor shall acknowledge their ability to provide the service within the requested response time. If the Contractor cannot provide the services for any reason, they must notify the VA personnel requesting the service of their inability to provide the service. The Contractor shall not charge the VA a cancellation fee when cancellations are made prior to the SMT transportation dispatch.
- b) The VA reserves the right to substitute the beneficiary requiring services at any time during the performance of this contract, to prevent delays, cancellations, or no-shows. There shall be no additional charge to the VA when such changes occur.
- c) The contractor employee shall determine upon arrival at the Beneficiary/Patient pick-up point. If the condition of the Beneficiary/Patient scheduled for pick-up is different than what was stated on the travel request, the contractor shall immediately notify the VA Travel Section and/or Administrative Officer of the Day (AOD) for further instruction in Patient Transport mode. If a Beneficiary/Patient being transported declines to be properly seat-belted, he/she shall not be transported. The Transportation Clerk should be notified promptly and may discuss such safety requirement with the Beneficiary/Patient via Telephone and/or in person. If the patient removes the securing devices during the trip, the transportation office should be notified of this upon contractor employee's arrival at destination. The Contractor is not required to transport any Beneficiary/Patient who refuses to be properly secured while being transported.
- d) Contractor employee shall ensure proper loading/unloading techniques are followed always. 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. NO patient shall be allowed to ride a motorized cart (scooter) on to 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 or designee annually and/or prior to contract submission or renewal. Failure to comply with this provision may be grounds for Termination for Cause in accordance with FAR 52.212-4(m).
- e) The Contractor shall provide an attendant upon request of the VA. The Contractor shall provide an attendant for all mental health transfers. The Contractor shall invoice for attendants at the rates specified in the pricing section. An attendant is defined as a Contractor employee other than the driver on a given trip that meets qualifications needed for medical transport. The VA shall put the Contractor on notice with medical condition and special needs to determine the training and qualifications that the attendant needed. Contractor is responsible to ensure that proper staffing is used when transporting bariatric or special need (i.e. ventilated patient's) in a timely matter. The Contractor shall ensure that each person employed is trained, qualified and certified to perform the duties required, including CPR certification and appropriate training for handling dementia patients, or other mental health problems.
- f) Random spot checks of service will be performed by NF/SG Contracting Officer (CO), Contracting Officer Representative (COR), or their delegate at least once Quarterly.

## **12. IDENTIFICATION BADGES**

Contractor employees shall be clearly identified by a company uniform and badge with name, function, and name of the Contractor and a photograph of the employee. Contractor personnel shall wear an appropriate and professional uniform. Contractor employees shall conduct themselves in a professional manner always while on VA premises and or other affiliated healthcare facilities.

### **13. CONTRACTOR QUALIFICATIONS**

- a) The Contractor shall meet all requirements of Federal, State, and City codes regarding operation of this type of business for the entire area to be covered by this service. The contractor shall ensure that drivers hold current Cardiopulmonary Resuscitation (CPR) certifications. The Contractor shall maintain licensure/certification with the state of Florida throughout the life of the contract. In the event the license/certification lapses or expires, this could be cause for termination of the contract or discontinuance of further ordering of services from the Contractor.
- b) The contractor shall maintain documentation demonstrating they meet all requirements of Federal, State, County, and City codes regarding operation of this type of service for the entire coverage area. Documentation shall be made available to the VA immediately upon request by the Contracting Officer for the duration of this contract and applies to any sub-contractors employed by the contractor.
- c) The contractor must submit a letter in duplicate, fully describing the make of vehicle(s), model and year which he agrees to furnish under this offer including the location and telephone numbers of the establishment where calls are received, and vehicles are immediately available for dispatch. This letter must contain information as the metering devices or methods the offeror proposes to use in determining mileage. The Contracting Officer shall be notified in writing of any vehicle equipment adds/subtracts after award of contract.
- d) Within fourteen (14) days after receipt of award, the Contractor shall provide evidence of required training, certifications, licensing and any other qualifications of any personnel performing services under this contract. These individuals must complete a VA issued security check within thirty (30) days from the Government's receipt of the list of names. The background check will be conducted by the Gainesville VAMC Human Resource Department and will include the Contractor's employees to have their fingerprints captured. Within fourteen (14) business days after contract award, the Contractor shall provide the following employee information: Name, Position, and Title and Work assignment area. The initial documentation shall be provided to the Contracting Officer. Thereafter, any personnel changes will be submitted within two (2) business days after the changes occur.
- e) Drug Testing Policy - The Contractor shall have internal policies and procedures for identifying and preventing employee drug and alcohol abuse. Copies of these policies and procedures shall be provided to the COR upon request.
- f) The Contractor shall ensure the following personnel requirements are met:
  - 1. Ensure and certify personnel performing the services required under this contract are properly licensed and fully trained in the use of the vehicle and equipment that shall be used in carrying out contracted services.
  - 2. Each vehicle shall be operated with proper personnel for adequate patient care.
- g) Records and certifications shall be maintained by the contractor and shall be available to VA for inspection upon request.
- i) All contractor personnel shall have continuous training to maintain their appropriate levels of competency, including HIPPA, infectious and CPR training to ensure that they know how to deal with Veterans in various health situations.
- j) Drivers shall have a valid operator's license valid in the State of Florida for the operation of services they perform, and, shall be in reasonably good health, with a record of current immunizations/vaccinations present in their employee file.
- k) The Contractors' drivers/attendants must have a record of current/recurrent training completed in their employee file, for:

- Blood Borne Pathogens and Hazardous Materials Training
  - Familiarization with the various Alert/Emergency Code Names used by the VA Medical Center
  - Basic First Aid and CPR
  - The Privacy Act of 1974
  - The Health Insurance Portability and Accountability Act (HIPAA) of 1996
  - Handling and Disposal of Bio-Hazardous Waste
- l) During the period of performance, if the Contractor proposes to add-on or replace personnel to perform contract services, the Contractor shall submit the required evidence of training, certifications, licensing and any other qualifications to the Contracting Officer. At no time, will the Contractor utilize add-on or replacement personnel to perform contract services who do not meet the personnel qualifications of the contract.
- m) Drivers shall be trained in the correct use of securing patients, to include patients confined to wheel chairs and stretchers. Drivers are prohibited from transporting Veterans in scooters. Failure to adhere shall result in contract termination.

#### **14. VEHICLE AND INSURANCE**

- a) Contractor shall provide VIN numbers of all vehicles that shall be used for patient transport. Additionally, the contractor shall submit all additions/deletions to the list. This report shall be submitted to the Contracting Officer and Contracting Officer Representative in a timely manner. Vehicles provided for service shall meet the following criteria:
- Equipment shall be clean to meet customer expectations.
  - All internal and external lights shall function properly.
  - All vehicles shall contain functioning air conditioning and heating systems.
  - All equipment in the patient area shall be adequately secured.
  - All vehicles shall contain seatbelts, rear view and side view mirrors.
  - A no smoking policy shall be applied with visible signage posted.
  - Vehicles shall be inspected for cleanliness prior to each pick-up and be kept clean and in good mechanical and body condition.
  - All vehicles shall contain functioning, primary and back-up, two-way communication between the transport vehicle and the contractor's dispatch location.
  - Vehicles shall display appropriate company logo or insignia.
  - Vehicles shall prominently display a sign to indicate "NO TIPPING ALLOWED".
- b) The Contractor shall obtain all necessary licenses and/or permits required to perform this work. He shall take all precautions necessary to protect persons and property from injury or damage during the performance of this contract and be responsible for any injury to himself, his employees, or others, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his or her employees' fault or negligence.
- c) The Contractor shall maintain personal liability, automobile liability, and property damage insurance, as prescribed by the laws of the State of Florida. Evidence of coverage is required before commencing work under this contract (copy of Certificate of Insurance), and it may not be changed or cancelled without thirty calendar days' prior written notice to the Contracting Officer. The following minimum insurance coverage shall apply to this contract:
1. Worker's Compensation and Employer's Liability Insurance in accordance with the Office of Workers' Compensation Programs (OWCP): Contractors are required to comply with applicable Federal and State worker's compensation and occupational disease statutes. If occupational diseases are not commensurable under those statutes, they are covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. The Contractor must hold Employer's liability coverage of at least a minimum of \$100,000.

2. General Liability: Covers liability exposures, such as lawsuits, and property or personal injury on the premises of a business): at least a minimum of \$500,000 per occurrence.
  3. Automobile Liability: at least a minimum \$200,000 per person, at least a minimum \$500,000 per occurrence for bodily injury and at least a minimum \$20,000 per occurrence for property damage. The Contractor shall provide proof of liability insurance, as listed above, prior to commencement of work.
- d) The VA reserves the right to inspect the Contractor Team equipment and vehicles or require documentation of compliance with contract specifications. VA inspections of Contractor equipment shall not constitute a warranty that the Contractor's vehicles and equipment are properly maintained.
  - e) Vehicles shall meet all current applicable Federal, State and local specifications and regulations including, but not limited to, licensing, registration, and safety standards.
  - f) Vehicles shall be clean (no blood, saliva, urine, any patient discharges) and maintained in good repair in accordance with manufacturer's instructions and specifications, always during the performance of this contract.
  - g) Unless established by a separate written agreement between the Contractor and the VA Medical Center, the Contractor shall not be permitted to borrow medical equipment from the Medical facilities. Contractor shall at no time and under any circumstances exchange equipment with VA. At no time, shall the Contractor leave vehicles on VA premises unless a pick-up or delivery is in process.
  - h) The VA reserves the right to restrict the Contractor's use of equipment and vehicles which need repair, unclean, unsafe, damaged on the interior or exterior body, and are not in compliance with contract requirements. 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 Government.
  - i) Each stretcher vehicle shall be equipped with the following
    1. A crash table side or center mounting style litter fastener of the quick release type.
    2. At least two (2) strap-type restraining devices per stretcher, cot and litter to prevent longitudinal and transverse dislodgment of the patient during transit.
    3. Air conditioning and heating system.
    4. An inside rear-vision mirror which shall enable the driver to view the entire passenger compartment, at the level at which the passengers ride, in addition to the rear vision mirrors.
    5. Floor covering material that can be easily maintained in a safe, sanitary, and odor free manner that shall extend the full length and width of the patient compartment.
    6. A fully operational fire extinguisher, in an easily accessible location as a minimum.
    7. A minimum of 5 feet in height, measured from the finished floor to the finished ceiling, for the patient compartment.
    8. Operable two-way radio communications capability with the services base station.
  - j) To protect the lives and health of patients, the Contractor shall take such safety precautions as the Contracting Officer, or his designate, may determine to be reasonably necessary. The Contracting Officer, or his designate, shall notify the Contractor of any safety non-compliance and the action to be taken.
  - k) The Contractor shall, after receipt of such notice, immediately correct the conditions to which attention has been directed. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order, stopping all or any part of the work.
  - l) The Contractor personnel are required to interrupt their work at any time so as not to interfere with the normal functioning of the medical facility, including utility services, fire protection systems, and passage of facility patients, personnel, equipment and emergency and/or service carts. These interruptions should only be occasional. Any interruptions considered to be excessive should be brought to the attention of the Contracting Officer.

- m) Contractor shall be responsible for using appropriate driver screening and selection criteria when employing drivers. Such screening shall include but not be limited to testing drivers for prohibited drug use and alcohol misuse; a criminal background check, to the maximum extent permitted by State of Florida law, and, their motor vehicle drivers/operators' license history and driving skills.
- n) Contractor attests that assigned personnel have fulfilled all testing and screening requirements as described below prior to first duty shift. Evaluations and tests shall be current within the past year, except as noted. At VA's request, Contractor shall provide proof that all requirements are current and fully met as described, within 2 days of request.
- o) Contractor Vehicles shall contain at a minimum, the following:
- Vehicle shall have safety belts for all occupants.
  - Vehicle shall have working heating, air conditioning, and adjustable temperature controls.
  - Vehicle shall contain four (4) emergency flares and warning lights, and one (1) five-pound ABC rated fire extinguisher with fire extinguisher tag showing record of inspections.
  - Vehicle shall have clamp cleats or belts to firmly anchor wheelchair to prevent movement in any direction.
  - Vehicle shall have on board supplies to provide infections control precaution procedures. (such as first aid kit, band aids, gauze, elastic bandages, cleansing wipes, tape, eye pads, tape scissors) All items should be packed in sterile containers.
  - A two-way radio that shall be fully operational always during contract performance and map/directional device.
  - The Contractor shall provide sheets, blankets, other equipment and supplies required for use while in transport.
- p) All government equipment, linens, etc., taken with patients must be returned. The North Florida/South Georgia Veteran System shall not participate in a linen exchange program or any supply exchange program. The Contractor shall not be permitted to borrow medical equipment from the Medical facilities. The Contractor shall provide all sheets, blankets and other equipment and supplies required for use while in transport, for direct patient care.
- q) Contractor employees shall be well-groomed, clean, and neat in appearance; clothes properly fitted, uniform appearance with nametags, and appropriately dressed for the work to be done. Contractor employees shall not wear clothing with slogans, drawings, or language which could be construed as being lewd, obscene, profane, racially offensive, sexually suggestive, and anti-American or which advocates the use of illegal drugs or other unlawful conduct.
- r) All Contractor-owned vehicles shall be maintained in a neat, presentable, and operational condition. Contractor vehicles shall be clearly and legibly marked with the Company Name to be distinguished from Government Equipment. It is the responsibility of the contractor to ensure that their vehicle is parked in the appropriate designated parking areas.

## **15. QUALITY CONTROL**

- a) The Contractor shall establish and maintain a complete Quality Control Program (QCP) to assure the requirements of this contract are provided as specified, during the life of the contract.
- b) The Contractor's QCP shall include the following inspection plan covering all services required by this contract.
- c) The inspection records must note findings and necessary corrective action taken, the timeframe, and follow-up responsibility/issues. The VA reserves the right to request copies of any inspection.
- d) The Contractor shall establish and maintain a complete QCP to assure the requirements of this contract are provided as specified. An original and one (1) copy of this QCP shall be forwarded to the CO along with the requested initial proposal. The Contracting Officer shall review the QCP and list any needed clarifications, and return to Contractor for response, if necessary. The Contractor Team's QCP shall include the following or have incorporated into during performance of contract, at a minimum:
  1. 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 shall be accomplished and documented, or the title of the individual(s) who shall perform the inspections.
  2. Records of all inspections conducted by the Contractor noting necessary corrective action taken, timeframe, and follow-up responsibility/issues. The Government reserves the right to request copies of any and/or each inspection.
  3. Records of all vehicle maintenance and repairs performed on vehicles used in the performance of this contract. Contractor must have methods of identifying and preventing vehicle breakdowns and a detailed procedure for alternative transportation of patients in the event of mechanical breakdown of vehicle should occur.
  4. Records identifying the character, physical capabilities, certifications and ongoing training of each employee performing services under this contract.
  5. The methods of identifying and preventing radio communication breakdowns. Contractor must have a procedure for alternative communications in the event of electronic and mechanical breakdown of vehicle two-way radios or communication device should occur.
  6. Records of any complaints or problems, with procedures taken to allow for corrections and/or elimination before effects caused interruption of performance of contract.
  7. The Contractor must have quality improvement mechanisms in place that allows their company to evaluate the quality of services performed. Contractor must have established methods for identifying and preventing deficiencies before the level of performance becomes unacceptable. Specific organizational monitoring functions and areas must be identified with levels of responsibility associated, noting intermediate supervisory responsibility and overall management responsibility for ensuring total acceptable performance.
  8. The Contractor must have employee records available on-site that identifies the character, physical capabilities, certifications, and ongoing training records of each employee performing services under this contract.
  9. The Contractor must use a log or trip ticket to account for all requests for services. The log shall indicate the date and time of service call, name of beneficiary requiring service, type of transportation requested, designated pick-up and delivery points, actual time of arrival a pick-up and delivery points and actual waiting time at pick-up and delivery points, if waiting charges are claimed. The trip ticket shall also contain a patient trip evaluation section, which should be completed for ongoing monitoring of customer comments.
  10. The Contractor shall keep onsite records for tracking customer complaints or problems with the procedures or initiatives implemented for correction and/or elimination of the problem before negative effects caused interruption of performance on contract. The VA reserves the right to request copies of any complaints received by the Contractor.

## **16. CONDUCT OF PERSONNEL/MISTREATMENT OF VETERANS**

- a) The Contractor shall be responsible for the performance and conduct of its employees. Personnel employed by the Contractor in the performance of this contract or any representative of the Contractor entering the VA premises shall be subject to inspections by the Government as deemed necessary. The Contractor shall not employ for performance under this PWS any person whose employment would result in a conflict of interest with the Government's standards of conduct.
- b) Drivers shall be courteous and considerate of all patients they are transporting. Mistreatment of Veterans will not be tolerated. Mistreatment may be any of the following: Yelling, dropping, rudeness, extended waiting of the veteran, profanity, or placing veterans in unsafe environment. The VA reserves the right to request driver's removal from transporting Veterans if mistreatment is substantiated. Any substantiated mistreatment of patients may be cause for discontinuance f further placement of orders or termination of the contract.

## **17. ORIGIN AND DESTINATION**

Patients may be transported to or from any designated location within the defined Catchment Area, encompassing the State of Florida and Georgia, with the possibility of trips outside of the Catchment Area. Trips outside of the Catchment Area will be invoiced under a separate CLIN. All transports shall be between VA facilities or between facilities that provides care under VA auspices (i.e. Contract Community Living Center, Contract Nursing Home, local hospitals, dialysis centers and community clinics) and/or between the home of the beneficiary receiving travel services and the VA facility. The VA staff shall specify the points of origin and the destination of every trip. There shall be no unauthorized stops or delays between the origin and destination of a transport. Examples of unauthorized stops are as follows:

- a) Stopping for fuel on a trip shorter in miles than the estimated number of miles per tank of fuel in the vehicle being driven.
- b) Stopping for food or a smoke break. If a stop or delay is unavoidable, the Travel staff shall be notified, and the incident shall be documented and submitted to the VA. Normally the shortest distance route shall be selected. However, the VA does recognize invoiced trips where a longer route was taken, with reasonable documented justification, such as; to avoid time delays due to traffic congestion, road closures, or other patient safety and comfort consideration.

## **18. SUSBTITUTION OF BENEFICIARY**

- a) The VA reserves the right to, from the same location; substitute the beneficiary requiring services at any time during the performance of this contract, to prevent delays, cancellations, or no-shows. There shall be no additional charge to the VA when such changes occur.

## **19. CANCELLATION**

- a) The Contractor shall acknowledge their ability to provide the service within the requested response time at the time of the trip request. If the Contractor cannot provide the service for any reason, they must notify the VA staff person requesting the service of their inability to provide the service. The Contractor shall not charge the VA a cancellation fee when cancellations are made prior to the transportation dispatch. If there is another veteran to be transported at the same location, the VA reserves the right to transfer the requirement to them.
- b) Cancellations shall be in accordance with the price schedule. These rates shall only apply when there is no substitution of beneficiary.

## **20. TRIP DOCUMENTATION**

- a) The Contractor shall document each transport with an appropriate document that specifies the date, patient full name, time of pick-up, destination, time of drop-off, address, map quest and any other notes regarding issues to the specific transport. This shall be known as the Authority and Invoice for Travel by Ambulance or Another Hired Vehicle, "2511."

- b) The Contractor shall include a summary of the trip ticket with all invoices and provide the trip documentation form upon request by the VA. These forms shall serve as documentation of the transport and shall be a source document for reconciliation of the Contractor's request for payment. Special documentation of any abnormal circumstances shall be documented in writing and the Contractor shall immediately notify the Contracting Officer Representative, Travel Section Supervisor or any designated personnel for direction and instruction on the handling of the situation. It is the responsibility of the Contractor to have all appropriate phone numbers available during the transport if VA must be contacted.

## **21. PATIENT CONDITION UPON ARRIVAL**

Upon arrival at the patient pick-up point, if the Contractor determines the condition of the patient scheduled for pick-up is different than what was stated on the travel request, the Contractor shall notify the trip requester for further instruction.

## **22. CHANGES TO PERFORMANCE WORK STATEMENT (PWS)**

Any changes to the (PWS) shall be authorized and approved only through written correspondence from the Contracting Officer (CO). A copy of each change will be kept in a project folder along with all other products of the project. Costs incurred by the contractor through the actions of parties other than the CO shall be borne by the contractor.

## **23. CONFIDENTIALITY AND NONDISCLOSURE**

- a) It is agreed that the preliminary and final deliverables, and all associated working papers, application source code, and other material deemed relevant by VA which have been generated by the contractor in the performance of this task order are the exclusive property of the U.S. Government and shall be submitted to the CO.
- b) The CO will be the sole authorized official to release, verbally or in writing, any data, draft deliverables, final deliverables, or any other written or printed materials pertaining to this task order. No information shall be released by the contractor. Any request for information relating to this task order, presented to the contractor, shall be submitted to the CO for response.
- c) Press releases, marketing material, or any other printed or electronic documentation related to this project, shall not be publicized without the written approval of the CO.
- d) 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.

## **24. CONFIDENTIALITY**

The Contractor's personnel shall agree to comply with the Privacy Act of 1974 (the Act) and other applicable federal laws, rules, regulations and policies issued under the Act during and after the execution of this contract. Because confidential medical record information may be accessible and/or visible to Contractor employee during performance of their duties, the Contractor shall obtain a signed "confidentiality certificate" from each employee prior to allowing them to start work under this contract. Any information about an individual that is maintained by the VA, including, but not limited to, education, financial transactions, medical history, and criminal or employment history or any record that contains the person's name, or the identifying number, symbol, or other identifying assigned to the individual, shall be kept CONFIDENTIAL. A copy of this certification shall be provided to the COR upon request.

## **25. CONTRACT AWARD AND ADMINISTRATION DATE**

The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract. In the event the Contractor effects any such changes at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase to costs incurred.

## **26. REVIEWS**

The Contracting Officer or designee is authorized to review by on-site survey, review of records, or by any other reasonable manner, the quality of services rendered under this contract. All records shall be subject to review by the CO or other designated representatives of the VA. Payments will be denied when such service does not support the charges or if the service is deemed not necessary or inappropriate. Such determinations shall be made by the CO or COR, whichever is appropriate.

## **27. NON-PERSONAL SERVICE STATUS**

Award of this contract will result in a contractual arrangement only and shall not be construed as a personnel appointment with the VA. The services shall not constitute an employer/employee relationship. Payments to the Contractor shall be based on the provision of a product or the accomplishment of a specific task. The Contractor shall not be subject to Government supervision, but its efforts will be monitored for quality assurance.

## **28. ALCOHOL AND ILLEGAL DRUG USE**

The Contractor employees shall not consume alcohol or illegal drugs during working hours or at any other time the employees are performing work under this PWS. The Contractor shall not allow any employee to perform work if the employee is under the influence of alcohol or illegal drugs. Employees found to be under the influence of alcohol or illegal drugs during working hours will be immediately removed from duty. For purposes of this provision, the threshold for being under the influence of alcohol or illegal drugs is the same as that established by current laws for vehicle operations. The Contractor is responsible for establishing the methods by which employees will be determined to be under the influence of alcohol or illegal drugs.

## 29. PERFORMANCE STANDARDS

Performance standards define desired services. The Government performs surveillance to determine if the contractor exceeds, meets or does not meet these standards.

Tasks	Performance Measures	Acceptable Quality Level (AQL)	Remedies / Deductions / Incentives
Provide pickup within one hour after notification for unscheduled trips and 30 minutes for scheduled transports.	Daily	No more than 3 missed pickups per 100; COR will review the circumstances of each instance to determine who is at fault	Adverse CPARS rating; Letter of Concern after every 4 missed pickups per 100; Repeated instances may lead to termination of the contract or discontinuance of further order placement.
Ensure enough vehicles are available during normal duty hours to meet the wheelchair and stretcher transport needs.	Daily	95%	Contractor is responsible for finding a replacement vehicle as needed; Payment will be made in accordance with the applicable CLIN pricing; Adverse CPARS Rating for repeated instances
Ensure all vehicles are in proper condition and fit for public safety.	Annually	95%	Contractor is responsible for finding a replacement vehicle as needed; Payment will be made in accordance with the applicable CLIN pricing; Adverse CPARS Rating for repeated instances
Ensure drivers and attendants are properly licensed, trained and competent to provide the services in this contract.	Annually	95%	Contractor is responsible for finding a replacement driver or attendant as needed; Payment will be made in accordance with the applicable CLIN pricing; Adverse CPARS Rating for repeated instances

### 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 5 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 5 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 \$100,000.00 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)