

B.4 PERFORMANCE WORK STATEMENT



PERFORMANCE WORK STATEMENT (PWS) DEPARTMENT OF VETERANS AFFAIRS

**Office of Information & Technology
Software Product Management (SPM)**

**Health Infrastructure and Systems Management (HISM)
Institute for Learning, Education and Development (ILEAD)**

Tracking Continuing Education Applications Programming Support

Date: May 19, 2023

PWS Version Number: 5.0

1.0 BACKGROUND

The mission of the Department of Veterans Affairs (VA), Office of Information and Technology (OIT), Software Product Management (SPM), Institute for Learning, Education and Development (ILEAD), is to provide benefits and services to Veterans of the United States. In meeting these goals, OIT strives to provide high quality, effective, and efficient IT services to those responsible for providing care to the Veterans at the point-of-care as well as throughout all the points of the Veterans' health care in an effective, timely and compassionate manner. VA depends on Information Management/Information Technology (IM/IT) systems to meet mission goals.

ILEAD continues to lead the VA in providing national educational resources to employees in the Veterans Health Administration. ILEAD utilizes an internally developed application called Tracking Continuing Education (TRACE) which has evolved from tracking VA employee training and ILEAD projects, to a tool used by ILEAD to manage all data for national projects, fiscal, media requests, event management requests from other systems like Integrated Funds distribution, Control point activity, Accounting and Procurement (IFCAP), an accounting sub-system, and the Education Data Repository (EDR) and submits data to the VA Talent Management System (VA TMS) and the ILEAD Business Intelligence System (BIS). TRACE is primarily written in Visual Basic using classic Active Server Pages (ASP) with some .NET in newer updates. The application uses Microsoft SQL as its database engine. TRACE undergoes regular continuous maintenance to ensure it stays viable and supports ILEAD's changing business process requirements.

The purpose of this task order is to provide continued programming maintenance to meet the dynamic needs of our customers, ILEAD.

3.0 SCOPE OF WORK

The Contractor shall provide continued programming maintenance to meet the dynamic needs of VA ILEAD. This includes requirements gathering, design and software programming support to maintain and upgrade the TRACE application for the ILEAD business unit. The Government estimates that approximately 70% of the Contractor's time will be devoted to supporting/maintaining the legacy system and the other 30% will be participating as a member of the team developing the upgrade to add new functionality.

4.2 PLACE OF PERFORMANCE

Tasks under this TO shall be performed in VA facility located in the Office of the OI&T, St. Louis ILEAD Center, VA Medical Center, 1 Jefferson Barracks Drive, Building 56, St. Louis, MO 63125. Work may be performed at remote locations with prior concurrence from the Contracting Officer's Representative (COR).

4.3 TRAVEL

The Government does not anticipate any travel under this effort.

5.0 SPECIFIC TASKS AND DELIVERABLES

The Contractor shall perform the following:

5.1 PROJECT MANAGEMENT

5.1.1 CONTRACTOR PROJECT MANAGEMENT PLAN

The Contractor shall deliver a Contractor Project Management Plan (CPMP) that lays out the Contractor's approach, timeline, and tools to be used in execution of the contract. The CPMP shall take the form of both a narrative and graphic format that displays the schedule, milestones, risks, and resource support. The CPMP shall also include how the Contractor will coordinate and execute planned, routine, and ad hoc data collection reporting requests as identified within the PWS. The initial baseline CPMP shall be concurred upon and updated in accordance with Section B of the contract. The Contractor shall update and maintain the VA PM approved CPMP throughout the Period of Performance.

Deliverable:

- A. Contractor Project Management Plan

5.1.2 REPORTING REQUIREMENTS

The Contractor shall provide the COR with Monthly Progress Reports in electronic form in Microsoft Word and Project formats. The report shall include detailed instructions/explanations for each required data element, to ensure that data is accurate and consistent. These reports shall reflect data as of the last day of the preceding Monthly Period, and shall include the following elements:

- a. Trouble Ticket Number and Title or TRACE Update Iteration Title.
- b. Overview and description of the trouble ticket issue or TRACE Update Iteration.
- c. Overall high-level assessment of progress.
- d. All work in-progress and completed during the reporting period.
- e. Identification of any related issues uncovered during the reporting period and especially highlight those areas with a high probability of impacting schedule or performance goals and their likely impact on schedule or performance goals.
- f. Explanations for any unresolved issues, including possible solutions and any actions required of the Government and/or Contractor to resolve or mitigate any identified issue, including a plan and timeframe for resolution.
- g. Status on previously identified issues, actions taken to mitigate the situation and/or progress made in rectifying the situation.

- h. Work planned for the subsequent reporting period.
- i. Current schedule overlaid on original schedule showing any delays or advancement in schedule.
- j. Current definition of user requirements overlaid over the original requirements.

The Monthly Progress Reports shall cover all work completed during the reporting period and work planned for the subsequent reporting period. The report shall also identify any problems that arose and a description of how the problems were resolved. If problems have not been completely resolved, the Contractor shall provide an explanation including their plan and timeframe for resolving the issue. The report shall also include an itemized list of all Electronic and Information Technology (EIT) deliverables and their current Section 508 conformance status. The Contractor shall monitor performance against the CPMP and report any deviations. It is expected that the Contractor will keep in communication with VA accordingly so that issues that arise are transparent to both parties to prevent escalation of outstanding issues.

Deliverables:

- A. Monthly Progress Report

5.2 TRACE APPLICATION SUPPORT

The Contractor shall provide programming support for changes to maintain the TRACE application software. Historically on average, there are approximately one hundred thirty nine (139) programming support requests received monthly which include minor change requests, inquiry requests, and trouble tickets (bug fixes and Help Desk issues) requiring programmer support. The minor changes to be performed include modifying reference fields in the TRACE database, making simple changes to the data entry screens, updating calculations as needed by changing parameters, and updating embedded data elements. The report/inquiry requests to be resolved include day to day software support issues for reports and reference table updates of complex database queries and shall be resolved within two days of receipt of the request. The trouble ticket program support includes correcting newly discovered programming logic errors, working with the customer to correct data entry errors, and reopening project codes that were closed prematurely.

Solely for estimating purposes, historically the following programming support requests were resolved:

- a) # Approximately twenty (20) Minor Change Requests per month.
- b) # Approximately three (3) Report/Inquiry Development Requests per month.
- c) # Approximately twenty (20) Trouble Tickets (Bug fixes and Help Desk Issues) per month.

In addition to the programming support required, there is an on-going effort to modify and upgrade TRACE as needed to meet our customer's changing business needs. These change requests are more complex in nature, requiring more time and effort to complete and are categorized as major change requests. A Level of Effort (LOE) Estimate shall be provided by the Contractor for these major change software requests requiring more than two days of effort for project approval, before the actual requirements clarification, design, and development commences. A LOE Estimate for the major change requests shall be provided to the COR, with coordination through the OIT SPM ILEAD Software Engineering Team, within two business days of receipt of the request and will be further reviewed by the OIT SPM ILEAD Software Engineering Team and ILEAD Liaison for approval of the change request. Some examples of major change requests include the addition of new data entry screens, major modifications to existing screens, development of a new complex report. Approximately twelve (12) major change requests are resolved per year.

Deliverables:

- A. Major Change Request LOE Estimate

5.2.1 TRACE APPLICATION REQUIREMENTS GATHERING AND ANALYSIS

Once a major change request has been approved, the Contractor shall meet with the change request POC within ILEAD to review, validate, and clarify the requirements associated with the request. The Contractor shall document the original and any revised changes to the requirements, review existing requirements specification and prepare an update to the TRACE Application requirements specification document reflecting the requested changes. Additionally, the Contractor shall report to the COR, and coordinate with the OIT SPM ILEAD Software Engineering Team and ILEAD Liaison, any adjustments to the LOE estimate resulting from the requirement gathering/analysis phase.

Deliverables:

- A. TRACE Application Requirements Specification Document Update
- B. Updated LOE Estimate

5.2.2 TRACE APPLICATION DESIGN

Based on the results of the requirements gathering and analysis phase, the Contractor shall design a modification/upgrade to meet the specified requirements. The Contractor shall document the design, review any existing design documents, and prepare an update to the design document reflecting the requested changes. Additionally, the Contractor shall develop a requirement traceability matrix that maps the design back to the requirements. The results of this phase of the effort shall be presented to the COR, and coordinated with the OIT SPM ILEAD Software Engineering Team and ILEAD Liaison, in a design review before moving to actual development of the modification.

Deliverables:

- A. TRACE Application Design Document Update
- B. Requirements Traceability Matrix
- C. Design Review Presentation

5.2.3 TRACE APPLICATION PROGRAMMING

The Contractor shall modify the TRACE Application software code according to the approved requirements and approved design. Prior to incorporating any new TRACE Application software code modifications, the requirements and design shall be reviewed and approved by the COR. The Contractor shall provide complete documentation for the updated TRACE source code resulting from these changes. The VA staff will conduct the testing and the Contractor shall be responsible for fixes to any bugs or defects that are discovered during the testing. The Contractor shall document the TRACE Application modifications in the documented Source Code that shall include reports and reference table updates of complex database queries.

Deliverables:

- A. TRACE Application Source Code
- B. TRACE Application Source Code Documentation

6.0 GENERAL REQUIREMENTS

6.1 ENTERPRISE AND IT FRAMEWORK

6.1.1 ONE-VA TECHNICAL REFERENCE MODEL

The Contractor shall support the VA enterprise management framework. In association with the framework, the Contractor shall comply with OI&T Technical Reference Model (One-VA TRM). One-VA TRM is one component within the overall Enterprise Architecture (EA) that establishes a common vocabulary and structure for describing the information technology used to develop, operate, and maintain enterprise applications. One-VA TRM includes the Standards Profile and Product List that collectively serves as a VA technology roadmap. Architecture, Strategy, and Design (ASD) has overall responsibility for the One-VA TRM.

6.1.2 FEDERAL IDENTITY, CREDENTIAL, AND ACCESS MANAGEMENT (FICAM)

The Contractor shall ensure Commercial Off-The-Shelf (COTS) product(s), software configuration and customization, and/or new software are Personal Identity Verification (PIV) card-enabled by accepting HSPD-12 PIV credentials using VA Enterprise

Technical Architecture (ETA), http://www.ea.oit.va.gov/VA_EA/VAEA_TechnicalArchitecture.asp, and VA Identity and Access Management (IAM) approved enterprise design and integration patterns, http://www.techstrategies.oit.va.gov/enterprise_dp.asp. The Contractor shall ensure all Contractor delivered applications and systems comply with the VA Identity, Credential, and Access Management policies and guidelines set forth in the VA Handbook 6510 and align with the Federal Identity, Credential, and Access Management Roadmap and Implementation Guidance v2.0.

The Contractor shall ensure all Contractor delivered applications and systems provide user authentication services compliant with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63-3, VA Handbook 6500 Appendix F, "VA System Security Controls", and VA IAM enterprise requirements for direct, assertion based authentication, and/or trust based authentication, as determined by the design and integration patterns. Direct authentication at a minimum must include Public Key Infrastructure (PKI) based authentication supportive of PIV card and/or Common Access Card (CAC), as determined by the business need.

The Contractor shall ensure all Contractor delivered applications and systems conform to the specific Identity and Access Management PIV requirements set forth in the Office of Management and Budget (OMB) Memoranda M-04-04, M-05-24, M-11-11, and NIST Federal Information Processing Standard (FIPS) 201-2. OMB Memoranda M-04-04, M-05-24, and M-11-11 can be found at: <https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/memoranda/fy04/m04-04.pdf>, <https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/memoranda/fy2005/m05-24.pdf>, and <https://obamawhitehouse.archives.gov/sites/default/files/omb/memoranda/2011/m11-11.pdf> respectively. Contractor delivered applications and systems shall be on the FIPS 201-2 Approved Product List (APL). If the Contractor delivered application and system is not on the APL, the Contractor shall be responsible for taking the application and system through the FIPS 201 Evaluation Program.

The Contractor shall ensure all Contractor delivered applications and systems support:

1. Automated provisioning and are able to use enterprise provisioning service.
2. Interfacing with VA's Master Veteran Index (MVI) to provision identity attributes, if the solution relies on VA user identities. MVI is the authoritative source for VA user identity data.
3. The VA defined unique identity (Secure Identifier [SEC ID] / Integrated Control Number [ICN]).
4. Multiple authenticators for a given identity and authenticators at every Authenticator Assurance Level (AAL) appropriate for the solution.
5. Identity proofing for each Identity Assurance Level (IAL) appropriate for the solution.
6. Federation for each Federation Assurance Level (FAL) appropriate for the solution, if applicable.

7. Two-factor authentication (2FA) through an applicable design pattern as outlined in VA Enterprise Design Patterns.
8. A Security Assertion Markup Language (SAML) implementation if the solution relies on assertion based authentication. Additional assertion implementations, besides the required SAML assertion, may be provided as long as they are compliant with NIST SP 800-63-3 guidelines.
9. Authentication/account binding based on trusted Hypertext Transfer Protocol (HTTP) headers if the solution relies on Trust based authentication.
10. Role Based Access Control.
11. Auditing and reporting capabilities.
12. Compliance with VAIQ# 7712300 Mandate to meet PIV requirements for new and existing systems.
<https://www.voa.va.gov/DocumentView.aspx?DocumentID=4846>

The required Assurance Levels for this specific effort are Identity Assurance Level 3, Authenticator Assurance Level 3, and Federation Assurance Level 3.

6.1.3 INTERNET PROTOCOL VERSION 6 (IPV6)

The Contractor solution shall support the latest Internet Protocol Version 6 (IPv6) based upon the directives issued by the Office of Management and Budget (OMB) on November 19, 2020 (<https://www.whitehouse.gov/wp-content/uploads/2020/11/M-21-07.pdf>). IPv6 technology, in accordance with the USGv6 Program (<https://www.nist.gov/programs-projects/usgv6-program/usgv6-revision-1>), NIST Special Publication (SP) 500-267B Revision 1 “USGv6 Profile” (<https://doi.org/10.6028/NIST.SP.500-267Br1>), and NIST SP 800-119 “Guidelines for the Secure Deployment of IPv6” (<https://doi.org/10.6028/NIST.SP.800-119>), compliance shall be included in all IT infrastructures, application designs, application development, operational systems and sub-systems, and their integration. In addition to the above requirements, all devices shall support native IPv6 and dual stack (IPv6 / IPv4) connectivity without additional memory or other resources being provided by the Government, so that they can function in a mixed environment. All public/external facing servers and services (e.g. web, email, DNS, ISP services, etc.) shall support native IPv6 and dual stack (IPv6 / IPv4) users and all internal infrastructure and applications shall communicate using native IPv6 and dual stack (IPv6 / IPv4) operations.

6.1.4 TRUSTED INTERNET CONNECTION (TIC)

The Contractor solution shall meet the requirements outlined in Office of Management and Budget Memorandum M-19-26, “Update to the Trusted Internet Connections (TIC) Initiative” (<https://www.whitehouse.gov/wp-content/uploads/2019/09/M-19-26.pdf>), VA Directive 6513 “Secure External Connections”, and shall comply with the TIC 3.0 Core Guidance Documents, including all Volumes and TIC Use Cases, found at the

Cybersecurity & Infrastructure Security Agency (CISA) (<https://www.cisa.gov/publication/tic-30-core-guidance-documents>). Any deviations must be approved by the VA TIC 3.0 Working Group at vaويساتtic30team@va.gov.

6.1.5 STANDARD COMPUTER CONFIGURATION

The Contractor IT end user solution that is developed for use on standard VA computers shall be compatible with and be supported on the standard VA operating system, currently Windows 10 (64bit), Edge (Chromium based), and 365 Apps for enterprise. Applications delivered to VA and intended to be deployed to Windows 10 workstations shall be delivered as a signed .msi package with switches for silent and unattended installation and updates shall be delivered in signed .msp file formats for easy deployment using Microsoft Endpoint Configuration Manager (CM) VA's current desktop application deployment tool. Signing of the software code shall be through a vendor provided certificate that is trusted by VA using a code signing authority such as Verizon/Cybertrust or Symantec/VeriSign. The Contractor shall also ensure and certify that their solution functions as expected when used from a standard VA computer, with non-admin, standard user rights that have been configured using the United States Government Configuration Baseline (USGCB) and Defense Information Systems Agency (DISA) Secure Technical Implementation Guide (STIG) specific to the particular client operating system being used.

6.1.6 VETERAN FOCUSED INTEGRATION PROCESS (VIP) AND PRODUCT LINE MANAGEMENT (PLM)

The Contractor shall support VA efforts IAW the updated Veteran Focused Integration Process (VIP) and Product Line Management (PLM). The major focus of the new VIP is on Governance and Reporting and is less prescriptive, with a focus on outcomes and continuous delivery of value. Product Line Management (PLM) is a framework that focuses on delivering functional products that provide the highest priority work to customers while delivering simplified, reliable, and practical solutions to the business, medical staff, and our Veterans. The VIP Guide is a companion guide to the PLM Playbook and can be found at:

<https://www.voa.va.gov/DocumentView.aspx?DocumentID=4371> and the PLM Playbook can be found at <https://www.voa.va.gov/DocumentView.aspx?DocumentID=4946>. The PLM Playbook pivots from project-centric to product-centric delivery and contains descriptive practices that focuses on outcomes. The PLM Playbook contains a set of "plays" that implement Development, Security, and Operations (DevSecOps) principles and processes such as automated development, continuous integration/continuous delivery, and release on demand. The PLM Playbook details how product lines implement Lean-Agile principles, methods, practices, and techniques through levels of maturity. VIP and PLM are the authoritative processes that IT projects must follow to ensure development and delivery of IT products.

6.1.7 PROCESS ASSETT LIBRARY (PAL)

The Contractor shall perform their duties consistent with the processes defined in the OIT Process Asset Library (PAL). The PAL scope includes the full spectrum of OIT functions and activities, such as VIP project management, operations, service delivery, communications, acquisition, and resource management. PAL serves as an authoritative and informative repository of searchable processes, activities or tasks, roles, artifacts, tools and applicable standards and guides to assist the OIT workforce, Government and Contractor personnel. The Contractor shall follow the PAL processes to ensure compliance with policies and regulations and to meet VA quality standards. The PAL includes the contractor onboarding process consistent with Section 6.2.2 and can be found at https://www.va.gov/PROCESS/artifacts/maps/process_CONB_ext.pdf. The main PAL can be accessed at www.va.gov/process.

6.1.8 AUTHORITATIVE DATA SOURCES

The VA Enterprise Architecture Repository (VEAR) is one component within the overall EA that establishes the common framework for data taxonomy for describing the data architecture used to develop, operate, and maintain enterprise applications. The Contractor shall comply with the department's Authoritative Data Source (ADS) requirement that VA systems, services, and processes throughout the enterprise shall access VA data solely through official VA ADSs where applicable, see below. The Information Classes which compose each ADS are located in the VEAR, in the Data & Information domain. The Contractor shall ensure that all delivered applications and system solutions support:

1. Interfacing with VA's Master Person Index (MPI) (formerly the Master Veteran Index (MVI)) to provision identity attributes, if the solution relies on VA user identities. MPI is the authoritative source for VA user identity data.
2. Interfacing with Capital Asset Inventory (CAI) to conduct real property record management actions, if the solution relies on real property records data. CAI is the authoritative source for VA real property record management data.
3. Interfacing with electronic Contract Management System (eCMS) for access to contract, contract line item, purchase requisition, offering vendor and vendor, and solicitation information above the micro-purchase threshold, if the solution relies on procurement data. ECMS is the authoritative source for VA procurement actions data.
4. Interfacing with HRSmart Human Resources Information System to conduct personnel action processing, on-boarding, benefits management, and compensation management, if the solution relies on personnel data. HRSmart is the authoritative source for VA personnel information data.

5. Interfacing with Vet360 to access personal contact information, if the solution relies on VA Veteran personal contact information data. Vet360 is the authoritative source for VA Veteran Personal Contact Data.
6. Interfacing with VA/Department of Defense (DoD) Identity Repository (VADIR) for determining eligibility for VA benefits under Title 38, if the solution relies on qualifying active duty military service data. VADIR is the authoritative source for Qualifying Active Duty military service in VA.

6.1.9 SOCIAL SECURITY NUMBER (SSN) REDUCTION

The Contractor solution shall support the Social Security Number (SSN) Fraud Prevention Act (FPA) of 2017 which prohibits the inclusion of SSNs on any document sent by mail. The Contractor support shall also be performed in accordance with Section 240 of the Consolidated Appropriations Act (CAA) 2018, enacted March 23, 2018, which mandates VA to discontinue using SSNs to identify individuals in all VA information systems as the Primary Identifier. The Contractor shall ensure that any new IT solution discontinues the use of SSN as the Primary Identifier to replace the SSN with the ICN in all VA information systems for all individuals. The Contractor shall ensure that all Contractor delivered applications and systems integrate with the VA Master Person Index (MPI) for identity traits to include the use of the ICN as the Primary Identifier. The Contractor solution may only use a Social Security Number to identify an individual in an information system if and only if the use of such number is required to obtain information VA requires from an information system that is not under the jurisdiction of VA.

6.2 SECURITY AND PRIVACY REQUIREMENTS

6.2.1 POSITION/TASK RISK DESIGNATION LEVEL(S)

In accordance with VA Handbook 0710, Personnel Security and Suitability Program, the position sensitivity and the level of background investigation commensurate with the required level of access for the following tasks within the PWS are:

Position Sensitivity and Background Investigation Requirements by Task

Task Number	Tier1 / Low Risk	Tier 2 / Moderate Risk	Tier 4 / High Risk
5.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Tasks identified above and the resulting Position Sensitivity and Background Investigation requirements identify, in effect, the Background Investigation requirements

for Contractor individuals, based upon the tasks the particular Contractor individual will be working. The submitted Contractor Staff Roster must indicate the required Background Investigation Level for each Contractor individual based upon the tasks the Contractor individual will be working, in accordance with their submitted proposal.

6.2.2 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

Contractor Responsibilities:

- a. The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain the appropriate Background Investigation, and are able to read, write, speak, and understand the English language.
- b. Within 3 business days after award, the Contractor shall provide a roster of Contractor and Subcontractor employees to the COR to begin their background investigations in accordance with the PAL template artifact. The Contractor Staff Roster shall contain the Contractor's Full Name, Date of Birth, Place of Birth, individual background investigation level requirement (based upon Section 6.2 Tasks), etc. The Contractor shall submit full Social Security Numbers either within the Contractor Staff Roster or under separate cover to the COR. The Contractor Staff Roster shall be updated and provided to VA within 1 day of any changes in employee status, training certification completion status, Background Investigation level status, additions/removal of employees, etc. throughout the Period of Performance. The Contractor Staff Roster shall remain a historical document indicating all past information and the Contractor shall indicate in the Comment field, employees no longer supporting this contract. The preferred method to send the Contractor Staff Roster or Social Security Number is by encrypted e-mail. If unable to send encrypted e-mail, other methods which comply with FIPS 140-2 are to encrypt the file, use a secure fax, or use a traceable mail service.
- c. The Contractor should coordinate with the location of the nearest VA fingerprinting office through the COR. Only electronic fingerprints are authorized. The Contractor shall bring their completed Security and Investigations Center (SIC) Fingerprint request form with them (see paragraph d.4. below) when getting fingerprints taken.
- d. The Contractor shall ensure the following required forms are submitted to the COR within 5 days after contract award:
 - 1) Optional Form 306
 - 2) Self-Certification of Continuous Service
 - 3) VA Form 0710
 - 4) Completed SIC Fingerprint Request Form
- e. The Contractor personnel shall submit all required information related to their background investigations (completion of the investigation documents (SF85, SF85P, or SF 86) utilizing the Office of Personnel Management's (OPM) Electronic Questionnaire for Investigations Processing (e-QIP) after receiving an email notification from the Security and Investigation Center (SIC).
- f. The Contractor employee shall certify and release the e-QIP document, print, and sign the signature pages, and send them encrypted to the COR for

electronic submission to the SIC. These documents shall be submitted to the COR within 3 business days of receipt of the e-QIP notification email. (Note: OPM is moving towards a “click to sign” process. If click to sign is used, the Contractor employee should notify the COR within 3 business days that documents were signed via e-QIP).

- g. The Contractor shall be responsible for the actions of all personnel provided to work for VA under this contract. In the event that damages arise from work performed by Contractor provided personnel, under the auspices of this contract, the Contractor shall be responsible for all resources necessary to remedy the incident.
- h. A Contractor may be granted unescorted access to VA facilities and/or access to VA Information Technology resources (network and/or protected data) with a favorably adjudicated Special Agreement Check (SAC), completed training delineated in VA Handbook 6500.6 (Appendix C, Section 9), signed “Contractor Rules of Behavior”, and with a valid, operational PIV credential for PIV-only logical access to VA’s network. A PIV card credential can be issued once your SAC has been favorably adjudicated and your background investigation has been scheduled by OPM. However, the Contractor will be responsible for the actions of the Contractor personnel they provide to perform work for VA. The investigative history for Contractor personnel working under this contract must be maintained in the database of OPM.
- i. The Contractor, when notified of an unfavorably adjudicated background investigation on a Contractor employee as determined by the Government, shall withdraw the employee from consideration in working under the contract.
- j. Failure to comply with the Contractor personnel security investigative requirements may result in loss of physical and/or logical access to VA facilities and systems by Contractor and Subcontractor employees and/or termination of the contract for default.
- k. Identity Credential Holders must follow all HSPD-12 policies and procedures as well as use and protect their assigned identity credentials in accordance with VA policies and procedures, displaying their badges at all times, and returning the identity credentials upon termination of their relationship with VA.

Deliverable:

- A. Contractor Staff Roster

6.3 METHOD AND DISTRIBUTION OF DELIVERABLES

The Contractor shall deliver documentation in electronic format, unless otherwise directed in Section B of the solicitation/contract. Acceptable electronic media include: Microsoft 365, MS Word 2000/2003/2007/2010/2019, MS Excel 2000/2003/2007/2010/2019, MS PowerPoint 2000/2003/2007/2010/2019, MS Project 2000/2003/2007/2010/2019, MS Access 2000/2003/2007/2010, MS Visio

2000/2002/2003/2007/2010/2019, AutoCAD 2002/2004/2007/2010, and Adobe Postscript Data Format (PDF).

6.4 PERFORMANCE METRICS

The table below defines the Performance Standards and Acceptable Levels of Performance associated with this effort.

Performance Objective	Performance Standard	Acceptable Levels of Performance
A. Technical Needs	<ol style="list-style-type: none"> 1. Demonstrates understanding of requirements 2. Efficient and effective in meeting requirements 3. Meets technical needs and mission requirements 4. Offers quality services/products 	Satisfactory or higher
B. Project Milestones and Schedule	<ol style="list-style-type: none"> 1. Quick response capability 2. Products completed, reviewed, delivered in timely manner 3. Notifies customer in advance of potential problems 	Satisfactory or higher
C. Project Staffing	<ol style="list-style-type: none"> 1. Currency of expertise and staffing levels appropriate 2. Personnel possess necessary knowledge, skills and abilities to perform tasks 	Satisfactory or higher
D. Value Added	<ol style="list-style-type: none"> 1. Provided valuable service to Government 2. Services/products delivered were of desired quality 	Satisfactory or higher

The COR will utilize a Quality Assurance Surveillance Plan (QASP) throughout the life of the contract to ensure that the Contractor is performing the services required by this PWS in an acceptable level of performance. The Government reserves the right to alter or change the surveillance methods in the QASP at its own discretion.

6.5 FACILITY/RESOURCE PROVISIONS

The Government will provide office space, telephone service and system access when authorized contract staff work at a Government location as required in order to accomplish the Tasks associated with this PWS. All procedural guides, reference materials, and program documentation for the project and other Government applications will also be provided on an as-needed basis.

The Contractor shall request other Government documentation deemed pertinent to the work accomplishment directly from the Government officials with whom the Contractor has contact. The Contractor shall consider the COR as the final source for needed Government documentation when the Contractor fails to secure the documents by other means. The Contractor is expected to use common knowledge and resourcefulness in securing all other reference materials, standard industry publications, and related materials that are pertinent to the work.

VA may provide remote access to VA specific systems/network in accordance with VA Handbook 6500, which requires the use of a VA approved method to connect external equipment/systems to VA's network. Citrix Access Gateway (CAG) is the current and only VA approved method for remote access users when using or manipulating VA information for official VA Business. VA permits CAG remote access through approved Personally Owned Equipment (POE) and Other Equipment (OE) provided the equipment meets all applicable 6500 Handbook requirements for POE/OE. All of the security controls required for Government furnished equipment (GFE) must be utilized in approved POE or OE. The Contractor shall provide proof to the COR for review and approval that their POE or OE meets the VA Handbook 6500 requirements and VA Handbook 6500.6 Appendix C, herein incorporated as Addendum B, before use. CAG authorized users shall not be permitted to copy, print, or save any VA information accessed via CAG at any time. VA prohibits remote access to VA's network from non-North Atlantic Treaty Organization (NATO) countries. The exception to this are countries where VA has approved operations established (e.g. Philippines and South Korea). Exceptions are determined by the COR in coordination with the Information Security Officer (ISO) and Privacy Officer (PO).

This remote access may provide access to VA specific software such as Veterans Health Information System and Technology Architecture (VistA), ClearQuest, PAL, Primavera, and Remedy, including appropriate seat management and user licenses, depending upon the level of access granted. The Contractor shall utilize government-provided software development and test accounts, documents, and requirements repositories, etc. as required for the development, storage, maintenance, and delivery of products within the scope of this effort. The Contractor shall not transmit, store, or otherwise maintain sensitive data or products in Contractor systems (or media) within the VA firewall IAW VA Handbook 6500.6 dated March 12, 2010. All VA sensitive information shall be protected at all times in accordance with VA Handbook 6500, local security field office System Security Plans (SSP's) and Authority to Operate (ATO)'s for all systems/LAN's accessed while performing the tasks detailed in this PWS. The Contractor shall ensure all work is performed in countries deemed not to pose a

significant security risk. For detailed Security and Privacy Requirements (additional requirements of the contract consolidated into an addendum for easy reference) refer to ADDENDUM A – ADDITIONAL VA REQUIREMENTS, CONSOLIDATED and ADDENDUM B - VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE.

6.6 GOVERNMENT FURNISHED PROPERTY

The Government has multiple remote access solutions available to include Citrix Access Gateway (CAG), Site-to-Site Virtual Private Network (VPN), and RESCUE VPN.

The Government's issuance of Government Furnished Equipment (GFE) is limited to Contractor personnel requiring direct access to the network to: development environments; install, configure and run Technical Reference Model (TRM) approved software and tools (e.g., Oracle, Fortify, Eclipse, SoapUI, WebLogic, LoadRunner); upload/download/ manipulate code, run scripts, and apply patches; configure and change system settings; check logs, troubleshoot/debug, and test/QA.

When necessary, the Government will furnish desktops or laptops, for use by the Contractor to access VA networks, systems, or applications to meet the requirements of this PWS. The overarching goal is to determine the most cost-effective approach to providing needed access to the VA environment coupled with the need to ensure proper Change Management principles are followed. Contractor personnel shall adhere to all VA system access requirements for on-site and remote users in accordance with VA standards, local security regulations, policies, and rules of behavior. GFE shall be approved by the COR and Program Manager on a case-by-case basis prior to issuance.

Based upon the Government assessment of remote access solutions and requirements of this effort, the Government estimates that the following GFE will be required by this effort:

1. 1 laptop.
2. 0 desktops.

The Government will not provide IT accessories including but not limited to Mobile Wi-Fi hotspots/wireless access points, additional or specialized keyboards or mice, laptop bags, extra charging cables, extra Personal Identity Verification card readers, peripheral devices, or additional Random Access Memory (RAM). The Contractor is responsible for providing these types of IT accessories in support of this effort as necessary and any VA installation required for these IT accessories shall be coordinated with the COR.

Additionally, the Contractor shall provide a status of all reportable GFE as part of the monthly Status Report as required by PWS paragraph 5.1. For purposes of this report, reportable GFE includes equipment that is furnished by the Government as tangible "personal" property which the Contractor takes possession of, physically leaves a

Government facility, and needs to be returned the end of Contractor performance. The following information shall be provided for each piece of GFE:

1. Name of Contractor employee assigned to the GFE
2. Type of Equipment (Make and Model)
3. Tracking Number/Serial Number
4. VA Bar Code
5. Location
6. Value
7. Total Value of Equipment
8. Anticipated Transfer Date to Government
9. Anticipated Transfer Location

6.7 SHIPMENT OF HARDWARE OR EQUIPMENT

N/A

ORGANIZATIONAL CONFLICT of INTEREST

N/A

6.8 SECTION 508 – ELECTRONIC AND INFORMATION TECHNOLOGY (EIT) STANDARDS

On August 7, 1998, Section 508 of the Rehabilitation Act of 1973 was amended to require that when Federal departments or agencies develop, procure, maintain, or use Electronic and Information Technology, that they shall ensure it allows Federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by other Federal employees. Section 508 required the Architectural and Transportation Barriers Compliance Board (Access Board) to publish standards setting forth a definition of electronic and information technology and the technical and functional criteria for such technology to comply with Section 508. These standards have been developed and published with an effective date of December 21, 2000. Federal departments and agencies shall develop all Electronic and Information Technology requirements to comply with the standards found in 36 CFR 1194.

The following Section 508 Requirements supersede Addendum A, Section A3 from the T4 Basic PWS.

The Section 508 standards established by the Architectural and Transportation Barriers Compliance Board (Access Board) are incorporated into, and made part of all VA orders, solicitations and purchase orders developed to procure Electronic and Information Technology (EIT). These standards are found in their entirety at: <http://www.section508.gov> and <http://www.section508.gov/acquisition-regulations>. A

printed copy of the standards will be supplied upon request. The Contractor shall comply with the technical standards as marked:

- § 1194.21 Software applications and operating systems
- § 1194.22 Web-based intranet and internet information and applications
- § 1194.23 Telecommunications products
- § 1194.24 Video and multimedia products
- § 1194.25 Self contained, closed products
- § 1194.26 Desktop and portable computers
- § 1194.31 Functional Performance Criteria
- § 1194.41 Information, Documentation, and Support

6.4.1 EQUIVALENT FACILITATION

Alternatively, offerors may propose products and services that provide equivalent facilitation, pursuant to Section 508, subpart A, §1194.5. Such offerors will be considered to have provided equivalent facilitation when the proposed deliverables result in substantially equivalent or greater access to and use of information for those with disabilities.

6.4.2 COMPATIBILITY WITH ASSISTIVE TECHNOLOGY

The Section 508 standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device. Section 508 requires that the EIT be compatible with such software and devices so that EIT can be accessible to and usable by individuals using assistive technology, including but not limited to screen readers, screen magnifiers, and speech recognition software.

6.4.3 ACCEPTANCE AND ACCEPTANCE TESTING

Deliverables resulting from this solicitation will be accepted based in part on satisfaction of the identified Section 508 standards' requirements for accessibility and must include final test results demonstrating Section 508 compliance.

Deliverables should meet applicable accessibility requirements and should not adversely affect accessibility features of existing EIT technologies. The Government reserves the right to independently test for 508 Compliance before delivery. The Contractor shall be able to demonstrate 508 Compliance upon delivery.

Automated test tools and manual techniques are used in the VA Section 508 compliance assessment. Additional information concerning tools and resources can be found at <http://www.section508.va.gov/section508/Resources.asp>.

Deliverables:

- A. Final Section 508 Compliance Test Results

ADDENDUM A – ADDITIONAL VA REQUIREMENTS, CONSOLIDATED

A1.0 Cyber and Information Security Requirements for VA IT Services

The Contractor shall ensure adequate LAN/Internet, data, information, and system security in accordance with VA standard operating procedures and standard PWS language, conditions, laws, and regulations. The Contractor's firewall and web server shall meet or exceed VA minimum requirements for security. All VA data shall be protected behind an approved firewall. Any security violations or attempted violations shall be reported to the VA Program Manager and VA Information Security Officer as soon as possible. The Contractor shall follow all applicable VA policies and procedures governing information security, especially those that pertain to assessment and authorization and continuous monitoring

Contractor supplied equipment, PCs of all types, equipment with hard drives, etc. for contract services must meet all security requirements that apply to Government Furnished Equipment (GFE) and Government Owned Equipment (GOE). Security Requirements include: a) VA Approved Encryption Software must be installed on all laptops or mobile devices before placed into operation, b) Bluetooth equipped devices are prohibited within VA; Bluetooth must be permanently disabled or removed from the device, unless the connection uses FIPS 140-2 (or its successor) validated encryption, c) VA approved anti-virus and firewall software, d) Equipment must meet all VA sanitization requirements and procedures before disposal. The COR, CO, the PM, and the Information Security Officer (ISO) must be notified and verify all security requirements have been adhered to.

Each documented initiative under this contract incorporates VA Handbook 6500.6, "Contract Security," March 12, 2010 by reference as though fully set forth therein. The VA Handbook 6500.6, "Contract Security" shall also be included in every related agreement, contract, or order. The VA Handbook 6500.6, Appendix C, is included in this document as Addendum B.

Training requirements: The Contractor shall complete all mandatory training courses on the current VA training site, the VA Talent Management System (TMS) 2.0, and will be tracked therein. The TMS 2.0 may be accessed at <https://www.tms.va.gov/SecureAuth35/>. If you do not have a TMS 2.0 profile, go to <https://www.tms.va.gov/SecureAuth35/> and click on the "Create New User" link on the TMS 2.0 to gain access.

Contractor employees shall complete a VA Systems Access Agreement if they are provided access privileges as an authorized user of the computer system of VA.

A2.0 VA Enterprise Architecture Compliance

The applications, supplies, and services furnished under this contract must comply with VA Enterprise Architecture (EA), available at <http://www.ea.oit.va.gov/index.asp> in force at the time of issuance of this contract, including the Program Management Plan and

VA's rules, standards, and guidelines in the Technical Reference Model/Standards Profile (TRMSP). VA reserves the right to assess contract deliverables for EA compliance prior to acceptance.

A2.1. VA Internet and Intranet Standards

The Contractor shall adhere to and comply with VA Directive 6102 and VA Handbook 6102, Internet/Intranet Services, including applicable amendments and changes, if the Contractor's work includes managing, maintaining, establishing, and presenting information on VA's Internet/Intranet Service Sites. This pertains, but is not limited to: creating announcements; collecting information; databases to be accessed, graphics and links to external sites.

Internet/Intranet Services Directive 6102 is posted at (copy and paste the following URL to browser): https://www.va.gov/vapubs/viewPublication.asp?Pub_ID=1056&FType=2

Internet/Intranet Services Handbook 6102 is posted at (copy and paste following URL to browser): https://www.va.gov/vapubs/viewPublication.asp?Pub_ID=1055&FType=2

A3.0 Notice of the Federal Accessibility Law Affecting All Information and Communication Technology (ICT) Procurements (Section 508)

On January 18, 2017, the Architectural and Transportation Barriers Compliance Board (Access Board) revised and updated, in a single rulemaking, standards for electronic and information technology developed, procured, maintained, or used by Federal agencies covered by Section 508 of the Rehabilitation Act of 1973, as well as our guidelines for telecommunications equipment and customer premises equipment covered by Section 255 of the Communications Act of 1934. The revisions and updates to the Section 508-based standards and Section 255-based guidelines are intended to ensure that information and communication technology (ICT) covered by the respective statutes is accessible to and usable by individuals with disabilities.

A3.1. Section 508 – Information and Communication Technology (ICT) Standards

The Section 508 standards established by the Access Board are incorporated into, and made part of all VA orders, solicitations and purchase orders developed to procure ICT. These standards are found in their entirety at: <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines>. A printed copy of the standards will be supplied upon request.

Federal agencies must comply with the updated Section 508 Standards beginning on January 18, 2018. The Final Rule as published in the Federal Register is available from

the Access Board: <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule>.

The Contractor shall comply with “508 Chapter 2: Scoping Requirements” for all electronic ICT and content delivered under this contract. Specifically, as appropriate for the technology and its functionality, the Contractor shall comply with the technical standards marked here:

- E205 Electronic Content – (Accessibility Standard -WCAG 2.0 Level A and AA Guidelines)
- E204 Functional Performance Criteria
- E206 Hardware Requirements
- E207 Software Requirements
- E208 Support Documentation and Services Requirements

A3.2. Compatibility with Assistive Technology

The standards do not require installation of specific accessibility-related software or attachment of an assistive technology device. Section 508 requires that ICT be compatible with such software and devices so that ICT can be accessible to and usable by individuals using assistive technology, including but not limited to screen readers, screen magnifiers, and speech recognition software.

A3.3. Acceptance and Acceptance Testing

Deliverables resulting from this solicitation will be accepted based in part on satisfaction of the Section 508 Chapter 2: Scoping Requirements standards identified above.

The Government reserves the right to test for Section 508 Compliance before delivery. The Contractor shall be able to demonstrate Section 508 Compliance upon delivery.

A4.0 Physical Security & Safety Requirements:

The Contractor and their personnel shall follow all VA policies, standard operating procedures, applicable laws and regulations while on VA property. Violations of VA regulations and policies may result in citation and disciplinary measures for persons violating the law.

1. The Contractor and their personnel shall wear visible identification at all times while they are on the premises.
2. VA does not provide parking spaces at the work site; the Contractor must obtain parking at the work site if needed. It is the responsibility of the Contractor to park in the appropriate designated parking areas. VA will not invalidate or make reimbursement for parking violations of the Contractor under any conditions.

3. Smoking is prohibited inside/outside any building other than the designated smoking areas.
4. Possession of weapons is prohibited.
5. The Contractor shall obtain all necessary licenses and/or permits required to perform the work, with the exception of software licenses that need to be procured from a Contractor or vendor in accordance with the requirements document. The Contractor shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract.

A5.0 Confidentiality and Non-Disclosure

The Contractor shall follow all VA rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations.

The Contractor may have access to Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) that is subject to protection under the regulations issued by the Department of Health and Human Services, as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA); 45 CFR Parts 160 and 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule"); and 45 CFR Parts 160 and 164, Subparts A and C, the Security Standard ("Security Rule"). Pursuant to the Privacy and Security Rules, the Contractor must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI and EPHI.

1. The Contractor will have access to some privileged and confidential materials of VA. These printed and electronic documents are for internal use only, are not to be copied or released without permission, and remain the sole property of VA. Some of these materials are protected by the Privacy Act of 1974 (revised by PL 93-5791) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.
2. The VA CO will be the sole authorized official to release in writing, any data, draft deliverables, final deliverables, or any other written or printed materials pertaining to this contract. The Contractor shall release no information. Any request for information relating to this contract presented to the Contractor shall be submitted to the VA CO for response.
3. Contractor personnel recognize that in the performance of this effort, Contractor personnel may receive or have access to sensitive information, including information provided on a proprietary basis by carriers, equipment manufacturers and other private or public entities. Contractor personnel agree to safeguard such information and use the information exclusively in the performance of this contract. Contractor shall follow all VA rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations as enumerated in this section and elsewhere in this Contract and its subparts and appendices.
4. Contractor shall limit access to the minimum number of personnel necessary for contract performance for all information considered sensitive or proprietary in nature. If the Contractor is uncertain of the sensitivity of any

- information obtained during the performance this contract, the Contractor has a responsibility to ask the VA CO.
5. Contractor shall train all of their employees involved in the performance of this contract on their roles and responsibilities for proper handling and nondisclosure of sensitive VA or proprietary information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information shall be used for the profit of any party other than those furnishing the information. The sensitive information transferred, generated, transmitted, or stored herein is for VA benefit and ownership alone.
 6. Contractor shall maintain physical security at all facilities housing the activities performed under this contract, including any Contractor facilities according to VA-approved guidelines and directives. The Contractor shall ensure that security procedures are defined and enforced to ensure all personnel who are provided access to patient data must comply with published procedures to protect the privacy and confidentiality of such information as required by VA.
 7. Contractor must adhere to the following:
 - a. The use of "thumb drives" or any other medium for transport of information is expressly prohibited.
 - b. Controlled access to system and security software and documentation.
 - c. Recording, monitoring, and control of passwords and privileges.
 - d. All terminated personnel are denied physical and electronic access to all data, program listings, data processing equipment and systems.
 - e. VA, as well as any Contractor (or Subcontractor) systems used to support development, provide the capability to cancel immediately all access privileges and authorizations upon employee termination.
 - f. Contractor PM and VA PM are informed within twenty-four (24) hours of any employee termination.
 - g. Acquisition sensitive information shall be marked "Acquisition Sensitive" and shall be handled as "For Official Use Only (FOUO)".
 - h. Contractor does not require access to classified data.
 8. Regulatory standard of conduct governs all personnel directly and indirectly involved in procurements. All personnel engaged in procurement and related activities shall conduct business in a manner above reproach and, except as authorized by statute or regulation, with complete impartiality and with preferential treatment for none. The general rule is to strictly avoid any conflict of interest or even the appearance of a conflict of interest in VA/Contractor relationships.
 9. VA Form 0752 shall be completed by all Contractor employees working on this contract, and shall be provided to the CO before any work is performed. In the case that Contractor personnel are replaced in the future, their replacements shall complete VA Form 0752 prior to beginning work.

A6.0 INFORMATION TECHNOLOGY USING ENERGY-EFFICIENT PRODUCTS

N/A.

A6.1. EPEAT

N/A.

A6.2. ENERGY STAR

N/A.

A6.3. FEMP

N/A.

ADDENDUM B – VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE

APPLICABLE PARAGRAPHS TAILORED FROM: *THE VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE, VA HANDBOOK 6500.6, APPENDIX C, MARCH 12, 2010*

B1. 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.

B2. 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 (e.g. Business Associate Agreement, Section 3G), 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 CO 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 CO must also be notified immediately by the Contractor or Subcontractor prior to an unfriendly termination.

B3. VA INFORMATION CUSTODIAL LANGUAGE

1. 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 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).

2. VA information should not be co-mingled, if possible, with any other data on the Contractor/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 information is returned to 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.

3. 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 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 CO within 30 days of termination of the contract.

4. 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 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.

5. 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.

6. 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.

7. If a VHA contract is terminated for cause, the associated Business Associate Agreement (BAA) must also be terminated and appropriate actions taken in accordance with VHA Directive 1605.05, *Business Associate Agreements*. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

8. 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.

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

10. 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 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 CO for response.

11. 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 CO for response.

12. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require Assessment and Authorization (A&A) or a Memorandum of Understanding-Interconnection Security Agreement (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.

B4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

1. 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 VA Handbook 6500, *Risk Management Framework for VA Information Systems – Tier 3: VA Information Security Program*, and the TIC Reference Architecture). 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 6508, *Implementation of Privacy Threshold Analysis and Privacy Impact Assessment*.

2. 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 VA. This includes Internet Explorer 11 configured to operate on Windows 10 and future versions, as required.

3. 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.

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

5. 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, *Risk Management Framework for VA Information Systems – Tier 3: VA Information Security Program* and VA Handbook 6500.5, *Incorporating Security and Privacy in System Development Lifecycle*.

6. 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.

7. The Contractor/Subcontractor agrees to:

a. 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:

i. The Systems of Records (SOR); and

ii. The design, development, or operation work that the Contractor/Subcontractor is to perform;

b. 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

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

8. 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.

a. "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.

b. "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.

c. "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.

9. 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, hot fixes, 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.

10. 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 10 days.

11. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to 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 10 days.

12. 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 CO and the VA Assistant Secretary for Office of Information and Technology.

B5. 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 network involving VA information must

be in accordance with the TIC Reference Architecture and reviewed and approved by VA prior to implementation. For Cloud Services hosting, the Contractor shall also ensure compliance with the Federal Risk and Authorization Management Program (FedRAMP).

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 A&A of the Contractor's systems in accordance with VA Handbook 6500.3, *Assessment, Authorization and Continuous Monitoring of VA Information Systems* 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 security 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 CO and the ISO for entry into the VA POA&M management process. The Contractor/Subcontractor must use the VA 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 A&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, and Contingency Plan). The Certification Program Office can provide guidance on whether a new A&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 the VA 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 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 VA to retain the hard drive, then;
- a) The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and

- b) Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be preapproved and described in the purchase order or contract.
- c) A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.

B6. 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.

B7. LIQUIDATED DAMAGES FOR DATA BREACH

a. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the Contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the Contractor/Subcontractor processes or maintains under this contract. However, it is the policy of VA to forgo collection of liquidated damages in the event the Contractor provides payment of actual damages in an amount determined to be adequate by the agency.

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

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

- 1) Nature of the event (loss, theft, unauthorized access);
- 2) Description of the event, including:
 - a) date of occurrence;
 - b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- 3) Number of individuals affected or potentially affected;
- 4) Names of individuals or groups affected or potentially affected;
- 5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- 6) Amount of time the data has been out of VA control;
- 7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- 8) Known misuses of data containing sensitive personal information, if any;
- 9) Assessment of the potential harm to the affected individuals;

- 10) Data breach analysis as outlined in 6500.2 Handbook, *Management of Breaches Involving Sensitive Personal Information*, 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 VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

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

B8. 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.

B9. 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 VA Information Security Rules of Behavior, relating to access to VA information and information systems;

- 2) Successfully complete the VA Privacy and Information Security Awareness and Rules of Behavior course (TMS 2.0 # VA 10176) and complete this required privacy and information security training annually;
 - 3) 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 CO 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 CO and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 2 days of the initiation of the contract and annually thereafter, as required.
 - c. Failure to complete the mandatory annual training and electronically 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.