AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.	1. CONTRACT ID CODE	PAGE 1 OF PAGES 25

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NUMBER	5. PROJECT NUMBER (if applicable)
0001	06-18-2026		

6. ISSUED BY CODE

Department of Veterans Affairs
Network Contracting Office 1 (NCO 1)
Contracting Officer (90C)
718 Smyth Rd.
Manchester NH 03104

7. ADMINISTERED BY (If other than Item 6) CODE

Department of Veterans Affairs
Network Contracting Office 1 (NCO 1)
Contracting Officer (90C)
718 Smyth Rd.
Manchester NH 03104

8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)

To all Offerors/Bidders

CODE FACILITY CODE

(X)	
	9A. AMENDMENT OF SOLICITATION NUMBER 36C24126Q0457
X	9B. DATED (SEE ITEM 11) 06-02-2026
☐	10A. MODIFICATION OF CONTRACT/ORDER NUMBER
	10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [X] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See CONTINUATION Page

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Amendment 0001 is to incorporate the following documents to this RFO:
1) RFO Change Matrix
2) Potential Offeror Questions and Government Answers.
3) aEEG PWS Revision 1.0.
4) aEEG QASP Revision 1.0.

Remove Alison Myers as the Alternate POC and add Lauren Reed-Smart: lauren.reed-smart@va.gov.

All other RFO terms and conditions, inclusive of the offer due date/time, remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Emily Hatcher Contracting Officer	VA-VHA-RPOE-2024-0003
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

36C24126Q0457 Amendment 01

aEEG Technical Services RFO Change Matrix

Document	Section	Change
RFO	N/A	Lauren Reed-Smart is alt POC
PWS	1.2	Discussion on TRICARE/TriWest
PWS	5.1.5	Clinical/interpretation services
PWS	5.2.4	Special Equipment requirement
PWS	5.4.2	72-hour contact requirement
PWS	9.0	Insertion of Initial Contact metric
QASP	6	Insertion of Initial Contact metric

36C24126Q0457 Amendment 0001

AEEG Technical Services RFO Questions/Answers		
#	**Potential Offeror Questions**	**Government Answers**
1	Is there a maximum travel radius or distance the techs are expected to cover from the base VA medical centers? The RFP mentions a 200 mile radius but it's not clear if that is a firm limit.	The stipulated 200-mile radius from the five PWS-designated VAMCs is the service area. Nothing outside the 200-mile radius will be ordered.
2	What is the expected ramp up period to achieve the target volume of 100-200 studies per year? Is there a minimum number of techs or capacity required at the start of the contract?	No separate ramp-up period or minimum number of technologists is established beyond the contractor's obligation to provide sufficient qualified personnel to perform all ordered services from the contract start date without degradation in timeliness, quality, or compliance across all designated locations. Actual quantities, timing, frequency, study type, and service location are not guaranteed and will depend on Government orders, clinical need, site activation, and available funding. For planning purposes only, the Government anticipates approximately 100-200 orders per year. Offerors should propose staffing and capacity sufficient to meet all PWS performance requirements beginning at award and across all permissible service areas.
3	Are there any requirements around response time from receipt of an order to scheduling the in-home setup with the Veteran? The RFP doesn't specify a required timeline.	Yes. The Contractor shall make initial contact with the Veteran or caregiver to coordinate scheduling within seventy-two (72) hours of receipt of the order from the National Program/NTEEG-EP. PWS_Revision 1.0 and QASP_Revision 1.0 are attached to RFO Amendment 01 to account for this requirement. All other ordering procedures outlined in PWS Section 5.4 remain the same.
4	What IT security requirements and standards apply to the cloud-based interoperable platform? The RFP states no Security Accreditation Package is needed but some security standards likely still apply.	Given that the Contractor cloud-based system will not connect or interface with any VA network or systems, a Security Accreditation Package and the A&A process is not required. The Contractor shall comply with all applicable privacy, cybersecurity, records-management, and information-protection requirements in the PWS and incorporated contract clauses.

AEEG Technical Services RFO Questions/Answers		
#	**Potential Offeror Questions**	**Government Answers**
5	How will order volume be distributed across the regions and VA centers? Understanding the expected geographic distribution will help with tech staffing and scheduling.	There is no guaranteed distribution by region, VAMC, study type, or month. Orders will be driven by clinical need, Government-authorized requests, available funding, and service locations within the approved 200-mile radius of the five designated VAMCs. Offerors shall be prepared to accomodate a variation in orders; however, after award, the Government National Program Office/NTEEG-EP will coordinate and discuss trends and service arena needs.
6	What procedures should be followed if a tech cannot complete a scheduled setup due to Veteran unavailability, home environment issues, or tech illness/emergency? Having a clear contingency plan will be important.	Per the PWS, Section 5.7, Continuity of Operations, the Contractor is charged to have contigency plans for disruptive scenarios; further, PWS Section 9 and 10 have a performance metric and deliverable related to this matter, please reference for more detail.
7	Are techs required to have any specific security clearances or background checks beyond what is stated in the RFP?	No security clearance beyond the RFO/PWS requirements is separately identified, as this effort does not involve classified information.
8	What training will VA provide to techs on Veteran interaction protocols, escalation paths, and special considerations for the Veteran population?	VA will provide or identify required VA Talent Managment System (TMS) training for operational coordination. The contractor remains responsible for ensuring its personnel are trained and qualified for technical performance, Veteran interaction, escalation, and PWS compliance. VA does not provide separate clinical or Veteran-interaction training to Contractor technologists under this contract.

AEEG Technical Services RFO Questions/Answers		
#	**Potential Offeror Questions**	**Government Answers**
9	Will any special equipment be needed to serve Veterans with disabilities, bariatric needs, or other unique requirements? Understanding any additional equipment specs upfront will help with procurement.	Special equipment will be similar to the equipment used to perform this service for the general population. Providers of this service are aware of equipment needs for epilepsy patients. The VA specifically did not specify equipment, specialized or otherwise; it is the contractor's responsibility to furnish all personnel and equipment necessary to perform the ordered aEEG services safely and in accordance with the medical order and PWS, including any equipment or accommodation needed. See update: PWS_Revision 1.0, Section 5.2.4.
10	How will the VA audit performance and conformance to the QASP metrics? Understanding the audit procedures and cadence will help ensure alignment.	The QASP thoroughly lays out the VA monitoring metrics and surveillance approach, including the performance areas, standards/AQLs, surveillance methods, frequency, and responsible parties. It houses all contractual parameters, policy and procedures for how the VA will perform quality surveillance.
11	How does this program work and is it outside the scope of our typical patient that is referred to us from a neurologist who has Tricare / Triwest or other VA sponsored health plan?	The ordering procedure/workflow is outlined in PWS Section 5.4. PWS_Revision 1.0 incorporates, Professional clinical services and interpretation are provided by NTEEG-EP clinicians. This is not a commercial TRICARE/TriWest referral workflow; orders are limited to authorized VA orders received through NTEEG-EP under this contract.
12	Is this limited to the centers, locations, and geographic area defined in the RFP or is this regional or national in scope?	See the answer to item #1. The contractual scope/service area is limited to the centers, locations, and geographic area defined in the PWS: a maximum 200-mile radius surrounding the five identified VAMC locations. It is not national in scope.

PERFORMANCE WORK STATEMENT (PWS)
Ambulatory Electroencephalogram Technical Services
Revision 1.0

This is a non-personal services contract; the Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor, who in turn is responsible to the Government.

1.0 GENERAL

1.1. Background: These services are part of the National TeleEEG and TeleEpilepsy program (NTEEG-EP). NTEEG-EP clinical providers have observed the need for ambulatory electroencephalogram (EEG) technical services to provide patients with faster service in areas that are impacted with long wait times, geographically remote constraints and/or lack of qualified resources to provide testing where it's needed, when it's needed.

1.2. Scope: The Contractor shall provide qualified technical personnel, supervision, scheduling support, equipment, materials, supplies, transportation, tools, travel, documentation, secure information handling, a proprietary cloud-based interoperable platform to store and access EEG studies, management necessary to set up, acquire, complete, upload, and support the technical portion of ambulatory electroencephalogram (aEEG) studies to be performed in Veterans' homes or other Government-approved locations, as ordered by authorized providers. Neurologist professional services providing a study read will be provided by the NTEEG-EP clinicians; Contractor shall not provide Neurologists for study reads. All contracted services shall be performed in accordance with this PWS, the medical order, applicable VA privacy and security requirements, applicable Federal records management requirements, and applicable clinical and technical standards. This is not a commercial TRICARE/TriWest referral workflow; orders are limited to authorized VA orders received through NTEEG-EP under this contract.

1.3. Objectives: In accordance with the full scope identified herein, the Contractor shall fulfill the technical portion of the aEEG study orders that fall into two categories: WITH Video or WITHOUT Video. Each category houses sub-categories which stipulate the duration of the study: 24-hour, 48-hour or 72-hour study, as follows:

TASK: aEEG Study	
Task X001AA	24-hour aEEG study with video
Task X001AB	48-hour aEEG study with video
Task X001AC	72-hour aEEG study with video
Task X001AD	24-hour aEEG study without video
Task X001AE	48-hour aEEG study without video
Task X001AF	72-hour aEEG study without video

**** Ordered studies shall primarily consist of 48-hour and 72-hour aEEG recordings, with or without synchronized video as specified in the order. Twenty-four-hour studies shall be performed only when specifically ordered by the Government.*

1.4. Period of Performance: The period of performance shall be for one (1) base year of 12-months and four (4) 12-month option years, to be exercised at the discretion of the Government in accordance with the Option to Extend the Term of the Contract and Availability of Funds for the Next Fiscal Year clauses, FAR 52.217-9 and FAR 52.232-19 respectively.

2.0 Applicable Standards, Laws, and Directives

2.1. American Clinical Neurophysiology Society (ACNS) Guidelines, including minimum technical requirements for clinical EEG, standard electrode position nomenclature, standard montages for clinical EEG, and recording clinical EEG on digital media.

2.2. HIPAA Privacy, Security, and Breach Notification Rules, 45 CFR Parts 160 and 164, including Subpart D.

2.3. VAAR 852.204-71, Information and Information Systems Security.

2.4. VA Directive 6500 series and associated VA handbooks governing cybersecurity, contract security, privacy, and electronic media sanitization.

2.5. VA Directive 6300 and applicable records management policies, Federal Records Act requirements, and NARA requirements under 36 CFR Chapter XII.

2.6. VA Directive and Handbook 0710, Personnel Security and Suitability Program, as applicable.

2.7. Section 508 of the Rehabilitation Act, 29 U.S.C. § 794d, for contractor-provided electronic and information technology and related materials furnished under this requirement.

2.8. Applicable FDA requirements and manufacturer maintenance requirements for medical devices and equipment used in performance.

2.9. Applicable VA infection control standards, home-based care safety requirements, and patient privacy requirements for in-home services.

3.0 Definitions

3.1. **Ambulatory Electroencephalogram (aEEG):** Continuous EEG recording performed in the Veteran's home or other approved location for the ordered duration, with or without synchronized video.

3.2. **Authorized Provider:** A VA credentialed clinician authorized to order an aEEG study.

3.3. **Certified EEG Technologist:** A technologist trained and qualified to perform ACNS-compliant setup, electrode placement, impedance checks, annotation, clipping/pruning, technical troubleshooting, and electrode removal.

3.4. **Interoperable Platform:** A secure, contractor-hosted web-based system used to upload and make EEG studies and related technical data available to authorized Government users.

3.5. **Contingency Operations:** Documented contractor measures used to sustain uninterrupted performance during weather events, staffing shortages, equipment failures, connectivity issues, or other disruptions.

3.6. **Study Completion:** The point at which the ordered aEEG recording period has ended, electrodes have been removed as appropriate, required technical actions have been completed, and the study is ready for upload and Government access.

4.0 Place of Performance

4.1. Critical areas. Northport, New York; Baltimore, Maryland; Gainesville, Florida; Detroit, Michigan and Saginaw, Michigan.

4.2. Additional coverage. The Contractor shall support a service radius up to 200 miles from five designated Veterans Affairs Medical Centers (VAMC) referenced below.

NORTHEAST
NORTHPORT VA MEDICAL CENTER 79 Middleville Rd. Northport, NY 11768
BALTIMORE VAMC 10 North Greene Street Baltimore, MD 21201-1524
SOUTHEAST
MALCOLM RANDALL VA MEDICAL CENTER 1601 SW Archer Rd. Gainesville, FL 32608
MIDWEST
JOHN D DINGELL VA MEDICAL CENTER 4646 John R St. Detroit, MI 48201
ALEDA E LUTZ VA MEDICAL CENTER 1500 Weiss St. Saginaw, MI 48602

4.3. Orders placed over 200 miles from the VAMCs noted above are not authorized under this contract and shall not be fulfilled.

4.4. The Contractor shall maintain consistent quality, timeliness, privacy, security, and technical performance across all permissible order locations, as noted in this section.

4.5. **The contractor shall provide one single interoperable web-based platform across all permissible locations for the upload, retrieval and review of EEG studies acquired.**

5.0 Contractor Performance Requirements

5.1. Personnel Screening, Training, and Conduct

5.1.1. Before performing services or obtaining access to VA information, VA information systems, or PHI, Contractor personnel shall complete all required background investigations, screening, onboarding, and training required by VA.

5.1.2. Contractor personnel shall sign the applicable VA Rules of Behavior before access is granted and shall complete required annual VA privacy and information security training, including any role-based training required by the Government.

5.1.3. The Contractor shall provide training completion evidence to the CO and/or COR within required timeframes and annually thereafter.

5.1.4. Contractor personnel shall conduct themselves professionally in Veterans' homes and shall comply with all VA patient rights, privacy, infection control, and home-based safety requirements.

5.1.5. The Contractor is not required to provide professional clinical services and interpretation; these are provided by NTEEG-EP clinicians.

5.2. Equipment, Materials, and Supplies

5.2.1. The Contractor shall provide all equipment, supplies, consumables, video capability when ordered, transportation resources, and other materials required to perform ordered aEEG services.

5.2.2. All EEG equipment used in Veterans' homes shall be FDA-cleared, electrically safe, maintained in accordance with manufacturer requirements, sanitized between uses, and suitable for secure clinical use.

5.2.3. The Contractor shall maintain sufficient backup equipment and supplies to support contingency events for uninterrupted performance.

5.2.4. The Contractor shall be well equipped to service aEEG studies to a wide variety of epilepsy patients/Veterans. Any special equipment necessary to complete the order shall be furnished by the Contractor; complex or elaborate equipment needs or adaptations may be surveyed with the COR for reconciliation.

5.3. Study Setup and Acquisition

5.3.1. The Contractor shall perform patient head measurement and electrode placement according to the International 10/20 and 10/10 system, as clinically appropriate, and in accordance with ACNS guidelines.

5.3.2. The Contractor shall document beginning and ending, impedance checks in the study record.

5.3.3. The Contractor shall apply required montages, technical parameters, annotations, and metadata consistent with ACNS guidelines and the medical order.

5.3.4. When video is ordered, the Contractor shall provide synchronized video capture, intermittent technical monitoring, annotation, clipping, pruning, and related technical support, as stipulated in the order.

5.3.5. The Contractor shall complete electrode removal, finalize the study, and prepare the technical record for upload and Government review.

5.4. Ordering

5.4.1. The NTEEG-EP will receive an Interfacility Consult (IFC) from the ordering provider. This consult will be contained within the electronic health record internal to the VA. NTEEG-EP will communicate with the contractor of the aEEG request.

5.4.2. Once the Contractor receives notification from NTEEG-EP, which includes all aEEG order specifications along with patient contact information, the Contractor shall make initial contact with the Veteran, or caregiver, to coordinate scheduling within 72 hours of receipt of the order from the National Program (NTEEG-EP), and shall coordinate directly with the Veteran, or caregiver, to schedule the aEEG.

5.4.3. The Contractor shall perform services at times mutually agreeable to the Veteran and consistent with the medical order.

5.4.4. The exact number, timing, and frequency of studies are not guaranteed. Performance shall be scheduled at times mutually agreeable to the Veteran and consistent with the medical order.

5.4.5. Actual quantities and service location will depend on Government orders, clinical need, and available funding.

5.4.6. Both the Contractor and the Government shall/will manage ordering to ensure ordering does not exceed the available funding obligation(s). The Contractor shall not perform services beyond funded amounts without prior written direction from the Contracting Officer.

5.5. Platform Interoperability, Upload and Availability

5.5.1. The Contractor shall provide, operate, and maintain a single, proprietary, cloud-based, secure, and fully interoperable platform that is identically deployed and configured across all designated locations. This platform shall be the sole system used to provide NTEEG-EP and all authorized Government personnel with timely access to completed studies and all associated technical data.

5.5.2. The Contractor shall not implement alternate versions, site-specific configurations, customized builds, or any variation of the platform across locations. A single, standardized, uniform system is required to ensure interoperability, data consistency, and seamless access for NTEEG-EP.

5.5.3. All databases utilized to track patient information, event reporting, and communications shall be fully encrypted in accordance with applicable security requirements.

5.5.4. The Contractor shall maintain platform compatibility, usability, and availability sufficient to support uninterrupted Government access and review.

5.5.5. The Contractor shall upload completed aEEG studies, including EEG data and synchronized video, when ordered, to a secure interoperable platform within the required performance timeframes.

5.5.6. The Contractor shall maintain platform uptime of at least 99%, excluding scheduled maintenance communicated in advance to the Government.

5.5.7. The Assessment and Authorization (A&A) requirements do not apply, and a Security Accreditation Package is not required.

5.6. Quality Management, Support and Reviews

5.6.1. The Contractor shall maintain a quality management process that ensures consistent technical quality, turnaround times, accessibility, and platform compatibility across all service locations.

5.6.2. The Contractor shall provide monthly quality and capacity reporting and shall participate in quarterly review meetings with the Government to review performance, service capacity, trends, deficiencies, and remediation actions.

5.6.3. The Contractor shall respond to Government clinical and operational inquiries within one business day.

5.6.4. The Contractor shall provide initial training, orientation, and updated support materials for Government-designated personnel on contractor systems and workflows.

5.7. Continuity of Operations

5.7.1. The Contractor shall maintain documented contingency plans and operational redundancy sufficient to continue services during inclement weather, staffing shortages, acts of God, equipment failures, connectivity issues, or other disruptions.

5.7.2. The Contractor shall activate contingency measures within four hours of a disruption affecting performance and shall document the actions taken, restoration time, root cause, and corrective actions.

6.0 Personnel Staffing

6.1. Personnel Staffing and Qualifications

6.1.1. The Contractor shall provide registered or otherwise properly qualified electroencephalogram (EEG) technologists; the minimum qualification standard for all EEG technologists assigned is as follows:

	Minimum Qualification Standard	**Preferred**
Education:	High School diploma or GED equivalent	Graduate of a CAAHEP accredited END training program or completion of an ABRET recognized program.
Experience:	Minimum one year performing in the EEG specialty; includes training in ACNS standards; 10/20 and 10/10 electrode placement; impedance checks, annotation, clipping, pruning, and electrode removal.	Two years performing in EEG specialty

Certification:		Current board registry in EEG (R.EEGT) American Board of Registration of Electroencephalographic and Evoked Potential, and Basic Life Support (BLS)

6.1.2. The Contractor shall provide sufficient qualified personnel to perform all ordered services without degradation in timeliness, quality, or compliance across all locations.

6.2. Key Personnel

6.2.1. The Contractor shall designate a Program Manager or Operations Lead; this position is considered a key personnel position.

6.2.2. Substitution of key personnel shall require prior written approval by the Contracting Officer and shall meet or exceed the qualifications of the individual being replaced.

6.2.3. The Contractor shall notify the COR and Contracting Officer when key personnel departure or removal is anticipated; notification of this kind shall be made as soon as possible, and a replacement identified within 30 days.

6.3. Background Checks

6.3.1. The Contractor shall complete background checks on all aEEG technologist assigned to complete orders PRIOR to receiving any order.

6.3.2. The Contractor shall administer a background check and receive zero negative findings in order to be assigned/perform any aEEG studies either in-home or at other Government facilities.

7.0 Security, Privacy and Information Protection Requirements

7.1. The Contractor shall comply with VAAR 852.204-71 and all applicable VA privacy and information security requirements.

7.2. The Contractor shall execute and maintain a Business Associate Agreement (BAA) before creating, receiving, maintaining, or transmitting PHI on behalf of the Government.

7.3. The Contractor shall not connect contractor-owned systems to the VA network unless expressly authorized in writing by the Contracting Officer and approved in accordance

with VA security requirements. Government users may access the Contractor's secure, cloud-based system through authorized means.

7.4. The Contractor shall encrypt VA sensitive information and PHI in transit and at rest using FIPS 140-2 or FIPS 140-3 validated cryptographic modules, as applicable.

7.5. Contractor-hosted environments storing or processing VA sensitive information shall be located within the United States unless otherwise authorized in writing by the Contracting Officer.

7.6. The Contractor shall limit logical and physical access to VA information and systems to only those personnel whose access is necessary for contract performance.

7.7. The Contractor shall immediately notify the COR, designated ISO, and Privacy Officer of any known or suspected security incident, privacy incident, or unauthorized disclosure involving VA information or PHI, and shall cooperate fully with VA and any law enforcement entity having jurisdiction.

7.8. The Contractor shall maintain and make available upon request compliance evidence, including training records and, as applicable, security documentation such as system security plans, privacy threshold analyses/privacy impact assessments, vulnerability scan results, continuous monitoring artifacts, or equivalent evidence required by VA.

7.9. The Contractor shall flow down all applicable privacy and security requirements to subcontractors and third-party service providers that create, receive, maintain, or transmit VA information or PHI.

7.10. The Contractor shall notify the Contracting Officer immediately when an employee with access to VA information, VA systems, or contract data is reassigned, departs employment, or is subject to an unfriendly termination.

7.11. Liquidated Damages. If a breach involving sensitive personal information occurs, liquidated damages may apply in accordance with applicable VA policy. Where required by VA, the Contractor shall cooperate with the Government's independent risk analysis and any associated mitigation actions.

7.11.1. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information (SPI). 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 processes or maintains under this contract.

7.11.2. The Contractor 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.

8.0 Records Management, Confidentiality and Nondisclosure

8.1. The Contractor shall comply with all applicable records management laws and policies, including the Federal Records Act, NARA requirements, VA Directive 6300, and applicable VA records schedules.

8.2. All records created in the performance of this contract and delivered to or under the legal control of the Government are Federal records and shall be managed accordingly.

8.3. The Contractor shall not destroy, remove, alter, or disclose Government records or VA information without prior written authorization from the Government.

8.4. At contract completion or termination, the Contractor shall return or otherwise manage records and data as directed by the Contracting Officer, and any authorized destruction shall comply with applicable NARA and VA media sanitization requirements.

8.5. The Contractor shall not release information related to this contract, including press releases, marketing materials, or responses to external inquiries, without prior written approval of the Contracting Officer.

8.6. The preliminary and final deliverables, supporting work papers, and other materials generated in performance of this contract are the property of the U.S. Government unless otherwise specified by law or contract.

9.0 Performance Metrics and Surveillance Basis

The Contractor shall meet the following minimum performance requirements. Failure to meet these requirements may result in corrective action, increased surveillance, price reductions or withholding where authorized, and other contractual remedies.

Metric	Performance Requirement	Acceptable Quality Level (AQL)	Surveillance Method
Initial Veteran/caregiver contact	Contractor shall make initial contact with the Veteran/caregiver to coordinate scheduling within 72 hours of receipt of the order from the National Program	100%	Scheduling/contact logs and monthly performance report.
Study upload timeliness	Completed studies shall be uploaded and available to the Government within 8 hours of study completion.	≥95%	Monthly performance report and platform timestamps
Data quality / ACNS compliance	Studies shall meet ACNS technical standards, including correct montage, documented impedance checks, and complete annotations when required.	≥98%	Monthly quality analysis, Clinical reviews and sample technical audits
Response to inquiries	Contractor shall respond to Government clinical/operational inquiries within 1 business day.	100%	Communication logs
System uptime	Interoperable platform availability, excluding scheduled maintenance.	≥99%	System availability reports
Training completion	Assigned personnel shall complete required orientation, privacy, and security training before performing services.	100%	Training certificates and records
Contingency activation	Contractor shall activate contingency plans and document actions when a disruption affects performance.	Within 4 hours	Incident and continuity reports

10.0 Deliverables

Deliverable	Content / Format	Due
Completed aEEG study	EEG dataset and synchronized video (if ordered); technical notes; annotations; required metadata; uploaded via secure interoperable platform.	Per ordered study and performance metric
Monthly Quality and Capacity Report	Turnaround times, study volumes, ACNS compliance, exceptions, platform performance, deficiencies, and corrective actions.	Monthly, not later than the 5th business day

Deliverable	Content / Format	Due
Incident / Continuity Report	Description of disruption, actions taken, restoration time, root cause, and prevention measures.	Per event; within 2 business days after restoration
Training and Support Materials	User guides, workflow aids, system training materials, and updates following material system changes.	Prior to service start; updates as needed
Quarterly Review Presentation	Attendance/participation and presentation of performance, capacity, trends, and remediation status.	Quarterly, as scheduled by the Government

11.0 Inspection, Acceptance and Invoicing

11.1. The Government will inspect and accept services to determine conformance with this PWS and any applicable order requirements.

11.2. Non-conforming services shall be corrected, re-performed, or otherwise remedied by the Contractor at no additional cost to the Government, unless the Government directs another remedy authorized by the contract.

11.3. Invoices shall be submitted in accordance with contract instructions and shall reference accepted services and corresponding order numbers, if applicable.

12.0 Government Responsibilities

12.1. The Government will issue authorized orders based on clinical need and available funding.

12.2. The Government will identify authorized ordering providers and Government-designated points of contact for operational coordination.

12.3. The NTEEG-EP, through the applicable VA contracting office and program office, will administer the contract and adjudicate invoices in accordance with contract terms.

13.0 Subcontracting and Flow-Down Requirements

13.1. The Contractor shall remain fully responsible for the performance of all subcontractors.

13.2. The Contractor shall flow down the substance of all applicable technical, privacy, security, records management, training, and nondisclosure requirements contained in this

PWS and incorporate contract clauses to all subcontractors performing under this requirement.

13.3. The Contractor shall obtain Contracting Officer approval before entering into a subcontract relationship that requires disclosure of Government information, documentary materials, or records generated under this contract, when such approval is required by contract or VA policy.

14.0 Section 508 and Electronic Information

Any electronic and information technology, web-based materials, user guides, training materials, or related electronic deliverables furnished under this requirement shall comply with applicable Section 508 accessibility requirements.

Quality Assurance Surveillance Plan (QASP)
Revision 1.0
Attachment D.1 - 36C24126Q0457

The contractor will be evaluated in accordance with the following:

1. PURPOSE

A. This Quality Assurance Surveillance Plan (QASP) establishes the surveillance framework, performance standards, inspection methods, and deficiency management procedures the Government will use to monitor contractor performance under the Ambulatory EEG Services contract. This QASP explains the following:

- What will be monitored?
- How monitoring will take place.
- Who will conduct the monitoring?
- How monitoring efforts and results will be documented.

B. This QASP does not detail how the contractor accomplishes the work. Rather, the QASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance.

C. This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the contractor through contract modification. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

2. GOVERNMENT ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

A. Contracting Officer (CO). The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance. Assigned CO: Emily Hatcher, NCO-1, Healthcare Resource Team

B. Contracting Officer's Representative (COR). The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the contractor's performance. The COR shall keep a quality assurance file. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Assigned COR: Thomas Hebert, COR/Administrative Officer, National TeleEEG and Epilepsy Program (NTEEG-EP)

C. Program Office. The Government Program Office performs clinical and operational validation, including ACNS-related quality review and technical support compliance sampling. Assigned Program: NTEEG-EP

D. Information Security/Privacy Officials. Security team provides support review of privacy, cybersecurity, incident handling, and records-management compliance when required. Assigned: NTEEG-EP ISSO

3. CONTRACTOR REPRESENTATIVES

The following employee(s) of the contractor serve as the contractor's program manager(s) for this contract.

Primary:

Alternate:

4. CONTRACTOR REPRESENTATIVES

A. The contractor is responsible for performance of ALL terms and conditions of the contract. CORs will provide contract progress reports quarterly to the CO reflecting performance on this plan and all other aspects of the resultant contract. The performance standards outlined in this QASP shall be used to determine the level of contractor performance in the elements defined. Performance standards define desired services. The Government performs surveillance to determine the level of Contractor performance to these standards.

B. The Performance Requirements are listed below in Section 6. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the standard and assign a rating. At the end of the performance period, these ratings will be used, in part, to establish the past performance of the contractor on the contract.

5. METHODS OF QA SURVEILLANCE

Various methods exist to monitor performance. The COR may use one, some or all of the following surveillance methods in the administration of this QASP.

A. Direct Observation/100% Inspection: The COR inspects every deliverable or service for critical compliance elements.

B. Random Sampling: The COR audits a random selection of work to evaluate performance against the AQL for recurring technical deliverables, periodic performance reviews and trend analysis across service categories and locations. Random sampling shall include not less than 10% of completed studies each month and shall be selected using a rotating or randomized approach to ensure representative coverage across study duration, video status, and service location.

C. Periodic Inspection: Inspections shall be unscheduled and/or conducted quarterly, per COR delegation, or as needed.

D. Customer Feedback: May be obtained either from the results of formal/informal customer satisfaction surveys or from random customer complaints. Customer complaints, to be considered valid, must set forth clearly and in writing, the detailed nature of the complaint must be signed and forwarded to the COR. The COR shall maintain a summary log of all formally received customer complaints as well as a copy of each complaint in a documentation file. The COR shall also keep the tabulated results of all customer satisfaction surveys on file and shall enter the summary results into the Surveillance Activity Checklist. Copies of all records shall be submitted to the CO upon receipt for placement in the official contract file, and when necessary, determination of actions.

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6. QASP PERFORMANCE METRICS AND SURVEILLANCE MATRIX

Metric	Performance Requirement	Acceptable Quality Level (AQL)	Surveillance Method
Initial Veteran/caregiver contact	Contractor shall make initial contact with the Veteran/caregiver to coordinate scheduling within 72 hours of receipt of the order from the National Program.	100%	Scheduling/contact logs and monthly performance report
Study upload timeliness	Completed studies shall be uploaded and available to the Government within 8 hours of study completion.	≥95%	Monthly performance report and platform timestamps
Data quality / ACNS compliance	Studies shall meet ACNS technical standards, including correct montage, documented impedance checks, and complete annotations when required.	≥98%	Monthly quality analysis, Clinical reviews and sample technical audits
Technical Support Compliance	Required monitoring, annotation, clipping, pruning, and troubleshooting completed when ordered.	>=98%	Clinical audit and case sampling
Response to inquiries	Contractor shall respond to Government clinical/operational inquiries within 1 business day.	100%	Communication logs
System uptime	Interoperable platform availability, excluding scheduled maintenance.	≥99%	System availability reports
Training completion	Assigned personnel shall complete required orientation, privacy, and security training before performing services.	100%	Training certificates and records
Contingency activation	Contractor shall activate contingency plans and document actions when a disruption affects performance.	Within 4 hours	Incident and continuity reports

7. DOCUMENTING PERFORMANCE

A. The Government shall document positive and/or negative performance. Any report may become a part of the supporting documentation for any contractual action and preparing annual past performance using CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR).

B. If contractor performance does not meet the Acceptable Quality level, the CO shall inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the CO shall document the discussion and place it in the contract file. When the COR and CO determine that a formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to CO. The CO will in turn review and will present to the contractor's program manager for corrective action.

C. The contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CR will also state how long after receipt the contractor must present this corrective action plan to the CO. The Government shall review the contractor's corrective action plan to determine acceptability. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment. The CO is ultimately responsible for the final determination of the adequacy of the contractor’s performance and the acceptability of the Contractor’s corrective action plan.

D. Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO.

E. During contract performance, the COR will periodically analyze whether the negotiated frequency of surveillance is appropriate for the work being performed. The COR shall meet with the contractor as often as needed to assess performance and shall provide a written assessment.

CPAR RATINGS ASSIGNED TO QASP ITEMS:

Metrics and methods are designed to determine rating for a given standard and acceptable quality level. The following ratings shall be used (Reference: CPARS User Manual https://www.cpars.gov/pdfs/CPARS-Guidance.pdf p. A2-1):

EXCEPTIONAL:	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective. ***Note:*** *To justify an Exceptional rating, you should identify multiple significant events in each category and state how it was a benefit to the GOVERNMENT. However, a singular event could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.*
VERY GOOD:	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective. ***Note:*** *To justify a Very Good rating, you should identify a significant event in each category and state how it was a benefit to the GOVERNMENT. Also, there should have been NO significant weaknesses identified.*
SATISFACTORY:	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory. ***Note:*** *To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. Also, there should have been NO significant weaknesses identified.*
MARGINAL:	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. ***Note:*** *To justify Marginal performance, you should identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g. Management, Quality, Safety or Environmental Deficiency Report or letter).*
UNSATISFACTORY:	Performance does not meet most contractual requirements, and recovery is not likely in a timely manner. The contractual performance of the element or sub-element being assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective. ***Note:*** *To justify an Unsatisfactory rating, you should identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. However, a singular problem could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g. Management, Quality, Safety or Environmental Deficiency Reports, or letters).*

8. CERTIFICATIONS AND SIGNATURES

CONTRACTING OFFICER'S REPRESENTATIVE (COR):

By signing below, the COR certifies that they have read and understand the methods to evaluate performance for the stated contract. The COR further certifies that they have been provided with a copy of the contract and any other information required to execute their duties.

Name: _____ Date: _____

Signature: _____

CONTRACTOR:

By signing below, the Contractor certifies that they have read and understand the methods by which their performance will be evaluated for the stated contract.

Name: _____ Date: _____

Signature: _____