



DEPARTMENT OF VETERANS AFFAIRS  
Veterans Health Administration  
Washington DC 20420

**IL 19-2006-002**

In Reply Refer To: 19

October 19, 2006

**CHIEF INFORMATION OFFICER LETTER**

**SERVICE LEVEL AGREEMENT FOR STORAGE OF RECORDS AT THE VA  
RECORDS CENTER AND VAULT**

1. This Information Letter (IL) provides information concerning the Service Level Agreement (SLA) for records storage and related services between the Veterans Health Administration (VHA) and the Department of Veterans Affairs (VA) Records Center and Vault (RC&V). The SLA covers the period between October 1, 2006 and September 30, 2007.
2. **Background.** The RC&V is a Franchise Fund activity that provides records storage services to VA organizations and other government agencies on a reimbursable basis. Currently, the RC&V is storing approximately 1,200,000 cubic feet of VHA records. Over 940,000 cubic feet of records were relocated from the National Archives and Records Administration (NARA) facilities to the RC&V. During the relocation phase, approximately 237,000 cubic feet of records were transferred directly from VA medical facilities to the RC&V.
3. Attached to this IL is a copy of the SLA.
4. Questions regarding the SLA may be referred to:
  - a. Sherwin Lynch, Office of Information (19E1), VHA Central Office, at (202) 273-8312 or [sherwin.c.lynch@mail.va.gov](mailto:sherwin.c.lynch@mail.va.gov).
  - b. Cynde Bays, RC&V, at (512) 326-6576 or [Cynthia.Bays@mail.va.gov](mailto:Cynthia.Bays@mail.va.gov).
5. Questions regarding the RC&V operations and shipping requirements may be referred to Kim Tuggle at (417) 451-4967.

Craig B. Luigart  
VHA Chief Information Officer

Attachment

DISTRIBUTION: CO: E-mailed 11/2/06  
FLD: VISN, MA, DO, OC, OCRO, and 200 – E-mailed 11/2/06

## SERVICE LEVEL AGREEMENT

### Department of Veterans Affairs Records Center and Vault

and

### Veterans Health Administration

#### 1. Introduction:

The Department of Veterans Affairs (VA) Records Center and Vault (RC&V) is a Franchise Fund Enterprise Center under the Government Management Reform Act of 1994 that authorizes agencies to provide certain common administrative support services on a reimbursable basis, both internally and to other government agencies. This service level agreement is between the service provider, RC&V, located in Neosho, Missouri, and the customer, Veterans Health Administration (VHA), located at 810 Vermont Avenue, NW; Washington, DC 20420.

#### 2. Parties:

This agreement is between VHA and the Director, Austin Automation Center (AAC), on behalf of the RC&V and the Franchise Fund Board of Directors.

#### 3. Purpose:

Service Level Agreement (SLA) 200RCV07001 sets forth the level of service and payments for record storage and related services provided by the RC&V in Neosho, Missouri, to VHA field facilities for fiscal year (FY) 2007. It also clarifies responsibilities, documents expectations, and provides a mechanism for resolving problems.

#### 4. Authority:

This service level agreement is authorized pursuant to the Government Management Reform Act of 1994 (Public Law 103-356).

#### 5. Responsibilities:

The RC&V will support VHA during FY 2007 by providing records storage and related services as specified in Attachment 1. VHA will set up a standard obligation authority and reimburse RC&V for services rendered.

#### 6. Standard Services Provided:

Standard services are identified in Attachment 1, Section 1, and are included in the records storage flat rate.

**7. Other Services:**

Other services which are specifically requested by an individual field facility or by VHA and which are not included in those standard services routinely provided when accessioning, processing recall requests (including faxing or shipping), re-filing files/boxes returned to the RC&V, and monitoring inventory will be performed by the RC&V staff at the prevailing hourly rate for manpower services as approved by the Franchise Fund Board of Directors for the fiscal year in which the service is performed. The approved hourly rate for FY 2007 is \$29.96. Examples of such services are identified in Attachment 1, Section 2. Arrangements for these services will be coordinated with and paid for directly by the requesting individual field facility.

**8. Pricing and Payment Terms:**

It is projected that VHA will store an average of 1,279,710 standard General Services Administration (GSA) record storage boxes (14 ¾" x 12" x 9 ½") at the RC&V during FY 2007. At a rate of \$2.45 per box per year, the estimated average monthly charge will be \$261,916 (\$3,142,990 annually).

Shipping/postage to and from the RC&V is the responsibility of the customer. Use of standard Grocery Manufacturer's Association (GMA) 40" x 48" wide pallets to ship records for storage is required. Based on current trends, it is anticipated that monthly shipping/postage charges will be approximately \$11,500 (\$138,000 annually).

The estimated total reimbursement for FY 2007 is \$3,288,046 which includes known estimated non-standard services charges of approximately \$7,056 for annual destruction of approximately 1,764 boxes of records.

**9. Modifications:**

This SLA or any of its specific provisions may be modified by the mutual concurrence of both parties and by the signature approval of both parties signatory to the agreement or designees or their respective official successors. If the change results in an increase in cost or time to complete performance, RC&V will receive consideration in the form of an equitable adjustment. Such adjustment in price or terms shall be subject to negotiation. Per established Franchise Fund guidance, increases to contract estimates of greater than 10 percent will be documented by a contract amendment.

**10. Performance Standards:**

The attached performance service level agreement (Attachment 2) is provided to establish an expected level of satisfactory service. If the RC&V fails to meet these standards for circumstances within its control, credit will be given for the affected service. This credit will be in the form of service performed at the contractual standard or adjustment of the bill, upon agreement by both parties of the form of credit.

VA is placing restrictions on the transmission, transportation, and use of, and access to, VA data and systems. While the RC&V will make every effort to ensure customer service level agreements are met, it cannot guarantee there will be no interruptions and will not be liable for potential customer impacts/losses incurred by additional VA and Office of Cyber Information Security policy changes.

**11. Health Insurance Portability and Accountability Act:**

The undersigned parties agree to comply with 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”). Please refer to the “BUSINESS ASSOCIATE AGREEMENT” dated February 17, 2004, between VHA and Austin Automation Center.

In addition, all RC&V staff and contractors will receive at a minimum annual privacy training that conforms to the requirements of VHA privacy training and annual security awareness training that conforms to the requirements of VA Office of Cyber and Information Security training.

**12. Billing:**

Billing will be monthly and based on actual services provided. The Enterprise Fund Business Office (EFO) is responsible for producing statements and processing the collection of payments. Billing disputes involving mistakes or oversights will be resolved within 60 calendar days of notifying the RC&V of the discrepancy. The Enterprise Fund Business Office will appoint an arbitrator as necessary in the event of a billing dispute not attributable to mistake or oversight.

**13. Payments:**

Payments for services rendered will be deducted automatically from the standard obligation established by VHA. This obligation must be established and the obligation number provided to the RC&V. Service Level Agreement 200RCV070001 shall be cited on all correspondence relating to this agreement.

**14. Execution:**

This service level agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_ 2006.

Between

Department of Veterans Affairs  
 Austin Automation Center  
 1615 Woodward Street  
 Austin, TX 78772

Department of Veterans Affairs  
 Veterans Health Administration  
 810 Vermont Avenue, NW  
 Washington, DC 20420

*Linda L. Voges*  
 LINDA L. VOGES  
 Director  
 Date 9/13/06

*Bill Burrow*  
 CRAIG B. LUGART  
 VHA Chief Information Officer  
 Date 10/2/06

**Accounting Information:**

Customer Standard Obligation Number:	101-BC7000
Obligation Amount:	\$3,288,046
Customer Appropriation Symbol:	
Budget Fiscal Year	2007
Signature of Official Authorized to Certify Funds Availability	<i>James M. ... ACsFO, Reserve Mgr</i> 9/12/06
Date of Fund Certification	
<b>DVA Fund Office use:</b> Obligated By:	
Obligation Date:	

*FY2007 is subject to the availability of funds*

**STANDARD SERVICES  
SERVICE CONTRACT FOR VHA  
FY 2007**

1. *Standard services* apart from records storage that are included in the box storage fee are identified as follows:

**1.1 Accession Processing**

1.1.1 Provide a unique accession number for each shipment, upon request from facility.

1.1.2 Receive shipment.

1.1.2.1 Notify VA-Form 0244 point of contact immediately via telephone, with email follow-up, to VA 0244 authorizing official, facility's Health Information Management Chief, and the Agency Records Officer located at VA Central Office (19E1) when box(s) of records are reported missing during shipment unloading and inspection.

1.1.3 Bar code each box or pallet (depending on storage requirement).

1.1.4 Enter data into automated tracking system.

**1.2 Recall Processing**

1.2.1 Review request and contact facility for missing information, if required.

1.2.2 Research location and/or identity of document/file/box.

1.2.3 Prepare document/file/box for shipment.

1.2.4 Enter data into tracking system.

1.2.5 Fax, e-mail, or telephone information or forward document/file/box to requestor.

1.2.5.1 Will fax requested information (up to and including 20 standard-sized, single-sided pages per file request), unless otherwise directed, using fax number identified in box #7 of electronic VA form 0245. VHA field facilities are responsible for ensuring fax number provided is correct, is not accessible to the general public, and requestor will take receipt of faxed information.

1.2.5.2 Will verify with fax confirmation sheet that documents were successfully transmitted to the number provided on the customer authorized request form.

1.2.5.3 Will e-mail requesting field facility person notifying them that recall was faxed upon verification of successful transmission.

1.2.5.4 Will use VHA-provided guidance for transmission message for faxes which include individually-identifiable information.

1.2.5.5 Will e-mail messages that contain only non-individually-identifiable information, unless the data and accompanying passwords or other authentication mechanisms are appropriately secured.

1.2.6 If more than ten (10) requests from a single field facility for a specific veteran's record are received in a 30-day period, service will be considered "non-standard" and charges may be incurred for the additional requests. Requesting facility will be contacted directly for compensation.

### **1.3 Refile/Interfile Processing**

1.3.1 Receive document/file/box.

1.3.2 File archive document/file/box to the shelves. Individual documents will be drop filed into folder.

1.3.3 Update automated tracking system.

### **1.4 Vital Records Processing**

1.4.1 Maintain vital records in accordance with VHA's Records Control Schedule.

1.4.2 Group and maintain vital records received in envelopes by field facility in separate boxes for each vital record.

### **1.5 Notification for Destruction of Records**

1.5.1 Maintain and track destruction dates of records.

1.5.2 Forward a "Notice of Intent to Destroy" or similar notification to the accessioning field facility 90 days prior to the scheduled destruction date of the records. For records of field facilities that were deactivated and there appears to be no successor, notify appropriate VACO staff 90 days prior to the scheduled destruction date of the records.

1.5.3 Maintain records until written authorization from accessioning field facility is received for destruction of records. At that time, services for the actual destruction will be considered non-standard service and will be coordinated with and paid for directly by the requesting field facility. See Section 2, Non-standard services.

### **1.6 Non-receipt of Records Inventory**

1.6.1 Notify VA-Form 0244 authorizing official, via e-mail, when records shipments are received without detailed box listings of records per guidelines identified in VA Handbook 6300.1. RC&V will copy the facility's Health Information Management Chief on the e-mail.

1.6.2 Insert in first box of accession detailed box listing upon receipt from facility shipping the records.

2. *Non-standard services* would include, but not be limited to, the following and will be coordinated with and paid for directly by requesting individual field facility. Work will be performed by the RC&V staff at the prevailing hourly rate for manpower services as approved by the Franchise Fund Board of Directors for the fiscal year in which the service is performed.

2.1 Inventory boxes of unaccounted records received from field facilities.

2.2 Coordinate the cleaning/shipping/handling of contaminated boxes received from field facilities. Cleaning is handled by an authorized private document restoration company.

2.3 Request recall of records when accession and box sequence information of folders is not known.

2.4 Re-box of customer shipment contents because containers used were not standard 1 cubic feet archival boxes able to fit on Record Center shelves.

2.5 Re-write of customer accession and box sequence numbers onto record storage boxes because customer used labels instead of permanent marker to record accession and box number information.

2.6 Make arrangements for the destruction of records upon receipt of written authorization from VHA in accordance with regulations issued by the Archivist of the United States governing the methods of destroying records.

2.6.1 Locate records scheduled for destruction, verify contents, and prepare for shipment.

2.6.2 Ship scheduled records out for destruction. Records will be destroyed in accordance with the Department procedures of the destruction of records. Field facility will be responsible for all costs incurred for the preparation and shipping as well as the destruction of records. The FY 2007 rate is \$4.00 per box all inclusive.

## **VA RECORDS CENTER & VAULT**

### **Performance Standards for Assignment of Accession Numbers and Recall Requests**

#### **1. Accession Processing**

##### **1.1 Performance Requirements**

- 1.1.1 Receive request for accession number by mail, fax, or electronic media.
- 1.1.2 Review request for completeness and accuracy.
- 1.1.3 Communicate with customer to collect additional record shipment information if necessary.
- 1.1.4 Assign unique accession number to each individual incoming record shipment.
- 1.1.5 Return accession number assignment to customer via mail, fax, or electronic media.

##### **1.2 Standards**

- 1.2.1 Requests shall be processed either by forwarding the customer an accession number assignment or initiating corrective action within 2 business days of receipt.
- 1.2.2 Requests received during non-business hours will be processed as though they were received the next business day.

#### **2. Recall Requests**

##### **2.1 Performance Requirements**

- 2.1.1 Receive requests for record recalls which contain required identifying information (i.e., accession number and box sequence number).
- 2.1.2 Locate record.
- 2.1.3 Pull record.
- 2.1.4 Fax (if required).
- 2.1.5 Ship (if required).
- 2.1.5.1 Prepare for shipment (packaging and handling).

2.1.5.2 Deliver to shipping point (post office, contract carrier, airport).

2.1.6 If record cannot be located using information provided, written explanation of the “no find” will be forwarded to requestor by mail/fax/telephone or annotated on the Web application if request was submitted via the Web application..

## 2.2 Standards

### 2.2.1 Routine Recall Requests

2.2.1.1 Routine recall requests for files or boxes, requiring no additional action, will be located and prepared for shipping by the close of business 1 business day following receipt of the request. To comply with VHA requirements to avoid record recalls being held in mail carrier’s shipping facility over weekends/holidays, when possible RC&V will use the following mailing schedule:

- Monday and Tuesday routine recall processing: Packages ship by Federal Express express saver (3-day) service.
- Wednesday routine recall processing: Packages ship by Federal Express 2-day service.
- Thursday routine recall processing: Packages ship by Federal Express overnight service.
- Friday routine recall processing: No shipping occurs.

Shipment will be made by an agency approved mail carrier service with tracking capabilities.

2.2.1.2 If more than 20 boxes are requested, the request will be treated as a special service and not be subject to performance standards described in this attachment. Shipment will be made by freight and may entail additional labor charges. Carrier charges will be billed to the requesting facility.

2.2.1.3 Requests received during non-business hours will be processed as though they were received the next business day.

### 2.2.2 Emergency Requests

2.2.2.1 Emergency requests for files or boxes received during normal business hours, requiring no additional action, will be located and prepared for shipping same day for all requests received by 12:00 p.m. CST. To comply with VHA requirements to avoid record recalls being held in mail carrier’s shipping facility over weekends/holidays, RC&V will ship Federal Express overnight delivery service Monday through Thursday. Hardships only shall be shipped on Fridays. VHA field facilities are responsible for verifying that requests meet their agency requirements for extreme hardship.

Emergency requests for files or boxes received after 12:00 p.m. CST will be located and prepared for shipping no later than next business day. If practical and requested, files can be faxed to requesting facility using guidelines identified in Attachment 1, paragraphs 1.2.5.1, 1.2.5.2, 1.2.5.3, and 1.2.5.4 of this SLA. Otherwise, records will be shipped by an agency approved mail carrier service with tracking capabilities.

2.2.2.2 If more than 20 boxes are requested, the request will be treated as a special service and not be subject to performance standards described in this attachment. Shipment will be made by freight and may entail additional labor charges. Carrier charges will be billed to the requesting facility.

2.2.2.3 Requests received during non-business hours will be processed as though they were received the next business day.

2.2.2.4 In the event of a major national disaster, vital records including rights and interests records will be made available after a period of 10 business days or sooner.