

**PERFORMANCE WORK STATEMENT (PWS)  
INTRA-OPERATIVE NEUROPHYSIOLOGICAL  
MONITORING SERVICE**

**1.0 BACKGROUND:**

The Southern Arizona VA Health Care System (SAVAHCS) located at 3601 S. 6th Ave., Tucson, Arizona, has an ongoing requirement for contractor services to provide Intra-operative Neurophysiological Monitoring Services. The provided care shall cover the application and interpretation of various electrophysiological and vascular tests for patients with central and/or peripheral nervous systems and/or vascular systems at risk normally provided in a similar civilian health care facility, in accordance with the specifications and requirements contained herein.

**2.0 SCOPE:**

The Intra-operative Neurophysiological Monitoring Service described in this contract shall be provided by the contractor subject to overall clinical and technical direction by the Southern Arizona VA Health Care System's (SAVAHCS) Attending, Neurosurgery and Anesthesiologist Surgical Care Line. Clinical and technical direction of contract employees does not include personnel actions such as hiring, firing or job evaluation for pay purposes. Clinical and technical direction does include monitoring quality of care, assignment of cases and assignment of physician and/or technologist supervision duties. Further, the SAVAHCS Chief, Surgical Care Line or delegate retains authority to immediately correct any adverse situation potentially affecting the safety of a VA patient.

**3.0 REQUIREMENTS:**

- a. The contractor shall coordinate provision of services with the Chief, Surgical Care Line, or designee. Contractor is responsible for provision of all supplies in support of the services it provides, including monitoring equipment, internet connection and VPN account.
- b. The contractor shall complete all administrative tasks, documentation of patient care and required medical transcription and signature within 24 hours of procedures.
- c. The contractor shall schedule emergency cases not later than 8 hours after receiving notification. Response time for urgent cases shall be between 8 hours and 72 hours. Response time for routine cases shall be between 72 hours, but not later than 1 week.
- d. Complications and/or incidents incurred during the administration of this contract will be reported within 24 hours of discovery to the COR and/or clinical designee and the contractor will provide SAVAHCS with a complete copy of the medical records for review. This copy is to occur as close to the time of the adverse event as is practicable but NLT 48 hours. Also contractor is to allow the SAVAHCS access to patient records as requested by the SAVAHCS.

e. The contractor agrees to be reimbursed for services in relation to current Medicare rates applicable to the appropriate CPT codes (listed in Schedule) under Medicare Locality Fee Schedule-Arizona Locality 01.

f. The VA Medical Center, SAVAHCS shall establish and maintain a record keeping system that will record the hours worked by the contractor employee(s). Contractor's employee(s) shall report to Surgical Care Line's Administrative Officer, or designee upon arrival at the Southern Arizona VA Health Care System.

#### **4.0 CREDENTIALING/PRIVILEGING:**

a. The contractor shall insure that all contract physicians are credentialed and privileged according to the Credentialing and Privileging process as described in VHA Handbook 1100.19 and local policy. No services will be provided by any contract physician prior to obtaining approval by the VA's Professional Standards Board, Medical Executive Board, and Facility Director. The contractor will be provided copies of current requirements and updates as they are published.

b. The contractor shall allow a minimum of 90 calendar days for review of credentials by the SAVAHCS Professional Standards Board and the SAVAHCS Director or his/her designee. Period required for review of credentials shall be at no additional cost to the Government.

c. Privileges will require renewal at least every two (2) years in accordance with Medical Center and Joint Commission requirements.

d. Physicians assigned by the contractor to work at the SAVAHCS will be required to report specific patient outcome information, such as complications, to the Service Chief. Quality improvement data provided by the physicians and/or collected by the Service will be used to analyze individual practice patterns. The Service Chief will utilize the data to formulate recommendations for the Professional Standards Board to consider in the renewal of clinical privileges.

#### **5.0 APPROVAL OF CONTRACTOR PERSONNEL:**

The SAVAHCS reserves the right to refuse employment under this contract or require dismissal from contract work of any contractor employee or subcontractor employee who, by reason of previous unsatisfactory performance at the VA or for any other reasonable cause, is considered by the Contracting Officer to be objectionable, as long as thirty (30) days written notification of unsatisfactory performance has been provided to the contractor and the problem has not been cured in the thirty (30) day period.

**6.0 KEY PERSONNEL AND TEMPORARY EMERGENCY SUBSTITUTIONS:** The Contractor shall assign to this contract the following key personnel:

- a. During the first ninety (90) days of performance, the Contractor shall make NO substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer, in writing, within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period of the contract, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- b. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes shall have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on the proposed substitutes. The contract will be modified to reflect any approved changes of key personnel.
- c. For temporary substitutions where the key person will not be reporting to work for three (3) consecutive work days or more, the Contractor will provide a qualified replacement for the key person. This substitute shall have comparable qualifications to the key person. Any period exceeding two weeks will require the procedure as stated above.

**7.0 ARRANGEMENT FOR REPLACEMENT STAFF:**

The contractor shall provide scheduled services throughout the contract period. In the event of the absence of contractor's personnel for any reason, the contractor shall bear the responsibility of providing replacement personnel to provide the scheduled services. The replacement personnel must meet the Credentialing/Privileging requirements prior to providing care to SAVAHCS patients.

**8.0 QUALITY MANAGEMENT AND ADHERENCE TO POLICIES:**

The contractor shall insure that contract technologists and physicians participate in continuous quality improvement programs in the organization as described in VHA Handbook 1100.19. In addition, the services to be performed by the contractor will be done so in accordance with VA policies and procedures, Joint Commission, federal and state laws, and the regulations of the medical staff by laws of the VA facility. This includes but is not limited to: outcome measurements, access and levels of care, patient satisfaction, reporting of adverse events, and patient records. This data will be provided to the COR on a quarterly basis.

## **9.0 QUALITY ASSURANCE:**

- a. The contractor shall maintain a Quality Assurance (QA) program under this contract and provide tracked and trended data to the Surgical Care Line or designated POC, SAVAHCS, on a quarterly basis. This information will be shared with the Executive Committee of the Medical Staff (ECMS) when renewing the contract.
- b. Complications incurred during the administration of this contract will be reported within 24 hours of discovery to the Surgical Care Line or designated POC. The contractor will provide the SAVAHCS with a complete copy of the medical records should a complication or adverse event occur.
- c. It is anticipated that contracted services will provide the same level of oversight of quality and patient safety that SAVAHCS would provide if we were providing the service. This will be in compliance with quality of patient care contracts document that reviews Joint Commission standard and how SAVAHCS structures the contract to ensure compliance with the standard and our responsibility to ensure appropriate care.

**10.0 PERFORMANCE MONITORING:** The contractor will be monitored through a variety of mechanisms, including but not limited to:

- a. QA monitors to assess the quality of care provided by the contractor.
- b. Review of medical record documentation.
- c. The Contractor is required to meet Joint Commission standards, as applicable. These performance standards may change during the course of the contract. Any new or revised quality/performance criteria or standards will be provided to the contractor before their implementation date and renegotiated into the contract as necessary. Attachment 1 contains the Performance Metrics that will be used to monitor the contractor.
- d. Monitoring of contractors time shall be demonstrated through sign-in/ sign-out sheets. The contractor shall be required to sign an attendance log upon reporting to work and departing from work. The Contracting Officer's Representative (COR) is designed to be the Surgical Care Line's Administrative Officer. The COR shall be the VA official responsible for verifying contract compliance. After contract award, any incidents of contractor noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.

## **11.0 EMPLOYMENT & LIABILITY:**

The contractor shall be responsible for protecting the personnel furnishing services under this contract. To carry out this responsibility, the contractor shall provide the following for these personnel who include worker's compensation, professional liability insurance, health examinations, income tax withholding and social security payments. The parties agree that

Contractor personnel without formal VA appointments shall not be considered VA employees for any purpose and shall be considered employees of the contractor.

## **12.0 AUTOMATED DATA PROCESSING (ADP) SECURITY:**

If it becomes necessary, all contractor personnel accessing the Veterans Health Information and Technology architecture system will be required to sign and abide by all VA security policies and applicable confidentiality statutes, 38 U.S.C., 5701, 7332, and the privacy act, 5U.S.C. 552a, as well as background check.

## **13.0 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS:**

Per VA Directive 0710, all contractor employees and subcontract personnel requiring access to Department of Veterans Affairs' computer systems shall be subject to a background investigation and must receive a favorable adjudication from VA Office of Security and Law Enforcement.

a. Position Sensitivity - Position sensitivity has been designated as Low Risk \$231.00.

b. Background Investigation - The level of background investigation commensurate with the required level of access is Minimum Background Investigation.

c. Contractor Responsibilities:

The contractor shall bear the expense of obtaining background investigations. If the investigation is conducted by the Office of Personnel Management (OPM), the contractor shall reimburse VA within 30 days.

Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain a U.S. citizenship, are able to read, write, speak, and understand the English language.

The contractor shall submit the following information to the CO within 30 days of receipt of contract award:

- (i) Applicant's full name to include complete middle names
- (ii) SSN
- (iii) Date of birth (DOB) and place of birth to include city, state, country
- (iv) Occupation
- (v) Email address of company's POC to send results and resolve issues

The contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from working under the contract. Failure to comply with personnel security requirements may result in termination of contract for default.

d. Government Responsibilities:

The VA Office of Security and Law Enforcement will provide the necessary forms to the contractor or to the contractor's employees after receiving the above information electronically at <https://vaww.letc.little-rock.med.va.gov>.

Upon receipt, the VA Office of Security and Law Enforcement will review the completed forms for accuracy and forward the forms to OPM to conduct the background investigation.

The VA facility will pay for investigations conducted by the Office of Personnel Management (OPM) in advance. In those instances, contractor will reimburse the VA facility within 30 days.

The VA Office of Security and Law Enforcement will notify the contracting officer and contractor after adjudicating the results of the background investigations received from OPM.

The contracting officer will ensure that the contractor provides evidence that investigations have been completed or are in the process of being requested.

e. System Security:

1. If contractor is to have access to the VA computer system, the Contractor shall provide VHA with the full assurance that security measures have been implemented which are consistent with OMB Circular A-130 and VA Departmental Standards. Procedures for User Access: Access requirements to VA information systems by Contractors and Contractor personnel shall meet or exceed those requirements established for VHA employees as described in VA Directives (and others) and in any subsequent VISTA policy statements. A written and signed request for user access by VISTA Management, or designee(s), constitutes management approval (sponsorship) to initiate a request for access to any sensitive automated information system. Access shall be granted to non-VA users only if the purpose for access meets criteria of the Privacy Act and VA Confidentiality regulations and transfer. Contractor shall ensure that personnel providing services under this contract complete VHA required HIPAA and Cyber Security Awareness training prior to commencement of work and will be required to complete this training a minimum of 1 time per Fiscal Year. Training may be completed at <http://www.vhaprivacytraining.net/frame.htm> and <https://www.ees-learning.net/librix/loginhtml.asp?v=librix> respectively. Contractor personnel must complete this training and provide the certificates of completion with their completed User Access Request forms as a condition of being granted access, or continued access, to VA's computer systems. Copies of the Certificates of Completion must be provided to the Contracting Officer and Facility Information Security Officer annually."

2. Contractor shall be required to sign and abide by the VA Computer Access Security Agreement and Confidentiality Agreement.

#### **14.0 SECURITY REQUIREMENTS FOR CONTRACTOR EMPLOYEES:**

- a. Contractor shall insure the confidentiality of all patient and employee information and shall be held liable in the event of breach of confidentiality. Any person, who knowingly or willingly discloses confidential information from the VA, may be subject to fines of up to \$20,000.00.
1. Records: Contractor personnel who obtain access to hardware or media which may manipulate or store drug or alcohol abuse data, sickle cell anemia treatment records, records or tests or treatment for or infection with H1 V, medical quality assurance records, or any other sensitive information protected under 38 U.S.C. §4132 or §3305, as defined by the Department of Veterans Affairs, shall not have access to the records unless absolutely necessary to perform their contractual duties. Any individual who has access to these data shall disclose them to no one, including other employees of the Contractor not involved in the performance of the particular contractual duty for which access was obtained. Violation of these statutory-provisions as stated in department regulations by the Contractor's employees may involve imposition of criminal penalties.
2. To ensure that individuals providing services under the contract have not engaged in fraud or abuse regarding Section 1128/A of the Social Security Act regarding federal health care programs, the contractor is required to check the Health and Human Services-Office of Inspector General (HHS/OIG), list of Excluded Individuals/Entities on the OIG website: [www.hhs.gov/oig](http://www.hhs.gov/oig) for each person providing services under this contract. Contractor is to certify that persons listed in contractor's proposal have been compared against the OIG list and are not listed. During the performance of this contract the contractor is prohibited from using any individual or business listed on the list of excluded Individuals/Entities.

#### **15.0 COMPLIANCE WITH HIPAA:**

Department of Health and Human Services (DHHS), as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 CFR parts 160 & 164, subparts A, C, E; use and disclosure of protected health information requires the Government to enter into a Business Associate Agreement (BAA) with contractors who need access to protected health information and who do not meet any of the HIPAA exceptions.

This requirement \_\_does X does not, meet the following exception and X does \_\_ does not, require a BAA

- ☐ Health Care provider for treatment
- ☐ Health plan sponsor that provides health insurance benefits or coverage for the group health plan
- ☐ Health plan that is a public benefits program, such as Medicare or Social Security
- ☐ Health plan or health care provider for payment purposes
- ☐ Organization whose access to protected health information would be incidental (e.g. janitorial, postal, electrician, etc.)

- [ ] Organization Health Care Arrangement (OHCA) relating to joint health care activities of the OHCA
- [ ] A person or entity for research purposes; other {explain}

## **16.0 SAVAHCS RESPONSIBILITIES:**

The COR or designee is responsible for scheduling and coordinating with the contractor, and resolution of any operational and administrative issues. The COR will also conduct as necessary any post award discussion to review and resolve administrative issues and identify areas of concern for contract clarification. The COR is also the POC for the contractor to route issues and discussions through. Request for service will be issued via email, telephonic, or any other medium acceptable to both parties for requesting services. Any issues that rise above routine or become disputed must be forwarded to the CO.

SAVAHCS is responsible for scheduling and coordinating with the contractor to establish a monitoring and evaluating procedure. Monitoring procedures will be established to ensure contractor compliance with established requirements. The COR will be responsible for global monitoring of contract compliance, and reporting any noncompliance as evidenced by the established monitoring procedures. Any serious incident of noncompliance or habitual unresolved situations as evidenced by the monitoring procedures shall be reported in writing to the CO for determination and resolution.

## **17.0 WORK HOURS:**

a. The services covered by this contract shall be furnished by the contractor as defined herein. The contractor will not be required, except in case of emergency, to furnish such services during off-duty hours as described below.

b. The following terms have the following meanings:

(1) Work hours: Monday through Friday, 7:00 a.m. - 6:00 p.m.

(2) National Holidays: The 10 holidays observed by the Federal Government are:

New Year's Day  
Presidents Day  
Independence Day  
Columbus Day  
Thanksgiving

Martin Luther King's Birthday  
Memorial Day  
Labor Day  
Veterans Day  
Christmas

(3) Off-Duty hours: Friday through Monday, 6:01 p.m. - 6:59 a.m.

### Attachment 1 Performance Metrics

Task	ID	Performance Measures	Acceptable Quality Level	Method of Surveillance	Remedies/ Deductions/ Incentives
Authorization for Service	1	Pre-approval	100%	Observation and random inspection (auditing) of daily surgical reports by COR	Non-payment for services performed without prior authorization.
Contractor shall schedule patients  It is expected that contractor will see patients as soon as possible but not later than 7 days	2	Within 24 hours of receiving referral	95%	Observation and random inspection (auditing)	Provide to Contracting Officer. Review for determining Option Year Renewals.
Complications incurred during the administration of this contract will be reported.	3	Within 24 hours of discovery to the Surgical Care Line or designated POC	100%	Observation and random inspection (auditing) of Quality Assurance Survey/Checklist (e.g. read/interpret accuracy, technical problems, equipment problems) – completed by Neurosurgery staff and reported to COR	Notification to Contracting Officer.

Task	ID	Performance Measures	Acceptable Quality Level	Method of Surveillance	Remedies/ Deductions/ Incentives
Contractor will complete all administrative tasks, documentation of patient care and required medical transcription and signature.	4	Within 24 hours of procedures	95 %	Observation and random inspection (auditing) of Quality Assurance Survey/Checklist (e.g. read/interpret accuracy, technical problems, equipment problems) – completed by Neurosurgery staff and reported to COR	Provide to Contracting Officer. Review for determining Option Year Renewals.
Contractor shall maintain a Quality Assurance program under this contract and provide tracked and trended data to the Surgical Care Line or designated POC, on a quarterly basis	5	Quarterly Review	95 %	Observation and random inspection (auditing) of Quality Assurance Survey/Checklist (e.g. read/interpret accuracy, technical problems, equipment problems) – completed by Neurosurgery staff and reported to COR	Provide to Contracting Officer. Review for determining Option Year Renewals.
Contracted IONMS shall be licensed in the state of Arizona. Qualifications of personnel shall be subject for review by the SAVAHCS. Personnel assigned by the contractor to perform services covered by this contract shall meet all professional qualifications and be reviewable by the Department of Veterans Affairs.	6	At all times	100 %	Observation and random inspection (auditing)	Remove and replace any contract personnel who are found to be unacceptable to VA.

Task	ID	Performance Measures	Acceptable Quality Level	Method of Surveillance	Remedies/ Deductions/ Incentives
Contractor will submit correct and accurate invoices within 30 days of service.	7	At all times	100%	Observation and random inspection (auditing)	Payments will be delayed if incorrect invoices are received. Notification to Contracting Officer
Contractor is to maintain the confidentiality of patient records in accordance with the Privacy Act, Title 5, U.S.C. 552a, Title 38 U.S.C. 5701, 5705, 7362; and the Health Insurance Portability and Accountability Act (HIPAA) under Public Law 104-191	8	Monthly	100 %	Observation and random inspection (auditing)	Notification to Contracting Officer of any breach in maintaining confidentiality