

SPECIAL CONTRACT REQUIREMENTS

1. SERVICES

- a. The services specified herein may be changed by written modification to this contract. The VA Contracting Officer will prepare the modification (reference FAR clause 52.212-4(c), Changes) and, prior to becoming effective, shall be signed by both parties. Only the Contracting Officer is authorized to make commitments or issue changes that affect price, quantity, or quality of performance of this contract. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change shall be considered unauthorized and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.
- b. This is a non-personal services contract as defined in FAR 37.101. There is no employer-employee relationship between the Government and the Contractor or the Contractor's employee(s). Contractor personnel are not subject to the supervision and control of a Government officer or employee. Rather, Contractor personnel perform their duties in accordance with the Statement of Work/Performance Work Statement. Supervisory functions such as hiring, firing, directing, and counseling of Contractor personnel are not performed by the Government. The healthcare provider who furnishes services under this contract is subject to Government technical oversight of the services. The Government retains the right to reject services for contractual non-performance.
- c. The Government may evaluate the quality of professional and administrative services provided, but retains no control over the medical, professional aspects of services rendered.
- d. Contractor is required to maintain medical liability insurance for the duration of this contract. Medical Liability insurance must cover the provider(s) for services in all states where services are rendered by the provider. Contractor must indemnify the Government for any liability producing act or omission by the contractor, its employees and agents occurring during contract performance.
- e. The services to be performed by the Contractor will be performed in accordance with VA policies, procedures, regulations, and the medical staff bylaws of the AVAHCS (copies and/or links will be provided upon request). In all cases, dignity of the patient shall be given the highest regard and the precepts of the American Hospital Association's "Bill of Rights for Patients" shall be observed.
- f. Contractor shall provide the required services listed herein throughout the contract period. Other necessary personnel for the operation of the services contracted for at the AVAHCS will be provided by the AVAHCS at levels mutually agreed upon which are compatible with the safety of the patient and personnel and with quality medical care programming.
- g. Contractor shall, in writing, keep the Contracting Officer informed of any unusual circumstances in conjunction with the contract.

2. TERM OF CONTRACT

This contract is effective for the period of January 1, 2016 through December 31, 2016. The Government, at its discretion, may exercise up to four (4) option periods of one (1) year each. This contract is subject to the availability of AVAHCS funds. The contractor shall perform no services after December 31, until the contracting officer authorizes such services in writing.

Availability of Funds during a Continuing Resolution: At the beginning of each new fiscal year (October 1st) the Federal Government or parts thereof may be operating under a Continuing Resolution and only be funded for a limited period of time rather than for the entire fiscal year. If, at any time, funds for this contract are provided under a Continuing Resolution (CR), funds will only be available for performance under this contract up to and including the expiration date of the CR, and any extension thereof. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No

legal liability on the part of the Government for any payment may arise for performance under this contract beyond the expiration date of the CR, and any extension thereof, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability.

3. FEDERAL HOLIDAYS

Contractor is required to provide services on federal holidays, if requested by AVAHCS.

The 10 holidays observed by the Federal Government are: New Year's Day (January 1st), Martin Luther King's Birthday (3rd Monday in January), Presidents' Day (3rd Monday in February), Memorial Day (last Monday in May), Independence Day (July 4th), Labor Day (1st Monday in September), Columbus Day (2nd Monday in October), Veterans Day (November 11), Thanksgiving Day (4th Thursday in November), Christmas Day (December 25th) and any other day specifically declared by the President of the United States to be a national holiday.

When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government agencies.

4. QUALIFICATIONS OF PERSONNEL

a. Personnel assigned by the Contractor to perform the services covered by this contract must be United States citizens and shall be registered nurses who graduated from nursing school accredited by the Commission on Collegiate Nursing Education (CCNE) or Accreditation Commission for Education in Nursing (ACEN) and shall have a full and unrestricted license in a State of Texas, Territory, or Commonwealth of the United States or the District of Columbia. Contractor Personnel are required to hold a current BLS Certification by a provider recognized by the American Heart Association.

b. The qualifications of such personnel shall also be subject to review by the AVAHCS Chief of Staff and approved by the AVAHCS Facility Director. The Contracting Officer will be notified prior to any changes in personnel. AVAHCS reserves the right to approve the assignment of individual personnel furnished by the Contractor to perform the functions specified in the contract.

c. Personnel assigned by the Contractor to perform the services covered by this contract shall be proficient in written and spoken English (38 USC 7402).

d. Any new requirements for mandatory education and/or competency reassessment, which occur during the contract period, must be completed by the individual Contractor employee(s) within established timeframes.

e. The contracted individual(s) will be required to show two proofs of identification on their first day of work. Acceptable proofs of identification are listed below:

<u>Acceptable PICTURE IDs:</u>	<u>Acceptable NON-PICTURE IDs:</u>
<ul style="list-style-type: none">• State-Issued Driver's License• State DMV-Issued ID Card• US Passport• Military ID/Dependents Card• Foreign Passport• Permanent Resident Card/Alien Registration Card w/Photo	<ul style="list-style-type: none">• Social Security Card• Certified Birth Certificate• State Voter Registration Card• Native American Tribal Document• Certificate of US Citizenship• Certificate of Birth Abroad Issued by Department of State

f. **Physical Requirements:** The Contractor must provide documentation that demonstrates that all Contractor employees have a satisfactory health status including a current physical, which includes a current TB test and Hepatitis B vaccination. Proof that a two-step tuberculosis skin testing is up-to-date must be received prior to starting employment. If the provider has had a negative test within the past 12 months, a single step test will be done. In both instances,

documentation must be received prior to starting. Contractor must also provide documentation that demonstrates that the Contractor employee has a history of chicken pox, varicella vaccine, or a positive immune status for Varicella and has non-restricted physical ability to perform assignments.

5. CREDENTIALING & PRIVILEGING

The AVAHCS will have a Credentialing Coordinator assigned to coordinate the credentialing for all dialysis Nurses. The credentialing process at AVAHCS facility will be utilized to assess and document the qualifications of each provider and to assist with granting of the appropriate privileges. Credentialing and Privileging is to be done in accordance with VA Directive 1663, <http://www1.va.gov/vapubs/viewPublication.asp?Pub ID=347> and in accordance with the provisions of VHA Handbook 1100.19 (<http://www.va.gov/vhapublications/ViewPublication.asp?pub ID=2910>). Nurses must be fully credentialed and privileged PRIOR to the start of and during the entire contract period.

a. **Credentials Requested:** An application package will be provided by the Credentialing Coordinator and shall be completed by the provider(s) working under this contract and returned within two weeks of receiving the application package. This includes: Facility-specific paperwork, curriculum vitae/resume, current references, signed release of information from candidate, licenses or certifications, CPR/BLS/ACLS, competencies, statement that candidate does not have any physical or mental health condition that would adversely affect his/her ability to carry out assigned duties, and any additional credentialing and privileging forms.

b. Candidate will also be required to complete an application through the VetPro Internet process within two weeks of being enrolled in VetPro. Candidate will need to be enrolled in VetPro by AVAHCS personnel. The website address is: <https://fcp.vetpro.org>. Facility ID number is as follows: 504.

c. Contractor is required to notify the AVAHCS Credentialing Coordinator and Contracting Officer of any and all quality of care issues that arise at any facility, at any time, the dialysis Nurses provides services. Contractor is also required to notify the AVAHCS Credentialing Coordinator and Contracting Officer when a dialysis Nurse terminates relationship with the Contractor or no longer provides services to AVAHCS facility.

6. APPROVAL OF CONTRACTOR PERSONNEL

The AVAHCS reserves the right to refuse acceptance of any Contractor employee or subcontractor employee under this contract when that individual does not qualify under the requirements of VHA Handbook 1100.19 (<http://www.va.gov/vhapublications/ViewPublication.asp?pub ID=2910>) and/or the specific AVAHCS Hospital/Medical Center Policy on Credentialing and Privileging or fails to perform at the proficiency level expected by the AVAHCS Facility Director and/or Medical Executive Committee.

In addition, AVAHCS reserves the right to restrict the services or require dismissal any Contractor employee or subcontractor employee under this contract, if personal or professional conduct jeopardizes patient care. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, physical or verbal abuse, or other conduct resulting in formal complaints by the patient(s). Standards of conduct shall mirror those prescribed by current federal personnel regulations. The Contracting Officer and the Contracting Officer's Representative shall deal with issues raised concerning contract personnel's conduct. The final decision on questions of acceptability resides with the Contracting Officer.

7. KEY PERSONNEL & EMERGENCY SUBSTITUTIONS

The Contractor shall assign the following key personnel to this contract:

NAME

NAME

a. During the first ninety (90) days of performance, the contractor shall make **NO** changes of key personnel unless the change is necessitated by the individual's illness, death, or termination of employment or if mutually agreed upon by the Contracting Officer and the Contractor. The Contractor shall notify the Contracting Officer, in writing, within 5 (five) calendar days after the occurrence of any of these events and provide the information required by paragraph (b) below. After the initial 90-day period of the contract, the Contractor shall submit the information required by paragraph (b) to the Contracting Officer at least 15 days prior to making any permanent substitutions. The Contracting Officer must approve all 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 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. Prior to rendering services, substitutes must be credentialed and privileged by the medical facility and obtain a medical staff appointment, in accordance with AVAHCs Bylaws, Rules and Regulations.

8. HHS/OIG

To ensure that the individuals providing services under the contract have not engaged in fraud or abuse regarding Sections 1128 and 1128A 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) for each person providing services under this contract. The listed parties and entities may not receive Federal Health Care program payments due to fraud and/or abuse of the Medicare and Medicaid programs. During the performance of this contract the Contractor is prohibited from using any individual or business listed on the List of Excluded Individuals/Entities. Any healthcare provider or entity that employs or enters into contracts with excluded individuals or entities may have a Civil Monetary Penalty (CMP) imposed against them. By signing this offer, the Contractor certifies that all persons or entities listed in the contractor's proposal have been compared against the OIG list and are NOT listed as of the date the offer was signed.

9. JOINT COMMISSION STANDARDS

Although Joint Commission accreditation is not required, the Contractor shall perform the required work in compliance with Joint Commission Standards. A copy of these standards may be obtained from:

The Joint Commission
One Renaissance Blvd
Oakbrook Terrace, IL 60181

The Contractor will be responsible to ensure the Contractor employees or subcontractors providing work on this contract are fully trained and completely competent to perform the required work. The Contractor is required to develop and maintain the following documents for each Contractor or subcontractor employee working on the contract: credentials and qualifications for the job; a current competence assessment checklist (an assessment of knowledge, skills, abilities and behaviors to perform a job correctly and skillfully; includes knowledge and skills required to provide care for certain patient populations, as appropriate); a current performance evaluation supporting ability of the Contractor employee to successfully perform the work required in this solicitation and the listing of relevant continuing education for the last two years. The Contractor will provide current copies of these records at the time of contract award and annually on the anniversary date of contract award to the AVAHCs COR, or upon request, for each Contractor or subcontractor employee working on the contract.

10. PERSONNEL POLICY

a. 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:

- Workers compensation
- Professional liability insurance
- Health examinations including:
 - ✓ Annual TB Skin Test and recent (within the last year) chest X-ray if there is a history of positive TB skin test,
 - ✓ Evidence of Hepatitis B immunity (hepatitis immune titer, if provider has had the series of shots; if no immunity, evidence that provider has started the Hepatitis B vaccination series.),
 - ✓ Evidence of a Hepatitis C titer,
 - ✓ Varicella titer if provider has not had chicken pox.
- Income tax withholding, and
- Social security payments

b. The parties agree that the Contractor, its employees, agents and subcontractors shall not be considered AVAHCS employees for any purpose.

c. The AVAHCS shall notify the Contractor of any significant communicable disease exposure as appropriate. The Contractor shall adhere to current CDC/HICPAC Guideline for Infection Control in health care personnel (AIJC 1998: 26:2890354) for disease control. The Contractor shall provide follow up documentation of clearance to return to the workplace prior to Contractor's or subcontractor's employee(s) return.

11. RECORD KEEPING – CONTRACTOR

Contractor must establish a record keeping system of the number and type of treatment procedures performed per the price schedule.

12. MEDICAL RECORDS

All records produced in the performance of this contract and all evaluations of patients are the property of and are subject to the exclusive control of the AVAHCS. Contractor shall not provide for long-term storage of these documents, but may retain a copy of all such records or evaluations for quality assurance and consultation purposes; however, may not provide copies or disclose the information from such records or evaluations to third parties.

If a subpoena or court order is received for the production of a medical record, the Contractor shall refer the subpoena or court order to the Contracting Officer.

13. CONFIDENTIALITY OF PATIENT RECORDS - AVAHCS

The Contractor is a AVAHCS Contractor and will assist in the provision of health care to patients seeking such care from or through AVAHCS. As such, the Contractor is considered as being part of the Department health care activity. Contractor is considered to be a AVAHCS Contractor for purposes of the Privacy Act, Title 5 U.S.C. 552a. Further, for the purpose of AVAHCS records access and patient confidentiality, Contractor is considered to be a AVAHCS Contractor for the following provisions: Title 38 U.S.C. 5701, 5705, and 7362. Therefore, Contractor may have access, as would other appropriate components of the AVAHCS, to patient medical records including patient treatment records pertaining to drug and alcohol abuse, HIV, and sickle cell anemia, to the extent necessary to perform its contractual responsibilities. However, like other components of the Department, and notwithstanding any other provisions of the sharing agreement, the Contractor is restricted from making disclosures of AVAHCS records, or information contained in such records, to which it may have access, except to the extent that explicit disclosure authority from AVAHCS has been received. The Contractor is subject to the same penalties and liabilities for unauthorized disclosures of such records of the AVAHCS.

The records referred to above shall be and remain the property of the AVAHCS and shall not be removed or transferred from the AVAHCS except in accordance with U.S.C.551a (Privacy Act), 38 U.S.C. 5701 (Confidentiality of claimants records), 5 U.S.C. 552 (FOIA), 38 U.S.C. 5705 (Confidentiality of Medical Quality Assurance Records) 38 U.S.C. 7332 (Confidentiality of certain medical records) and federal laws, rules and regulations. Subject to applicable federal confidentiality or privacy laws, the Contractor, or their designated representatives, and designated representatives of federal regulatory agencies having jurisdiction over Contractor, may have access to AVAHCS 's records, at AVAHCS's place of business on request during normal business hours, to inspect and review and make copies of such records.

14. HIPAA COMPLIANCE

Contractor must adhere to the provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI). As required by HIPAA, the Department of Health and Human Services (HHS) has promulgated rules governing the security and use and disclosure of protected health information by covered entities, including the Department of Veterans Affairs (VA) and the Federal Health Care Center (AVAHCS). Contractor is conducting health care services on AVAHCS's behalf and therefore, no BAA is required.

15. DESIGNATION OF CONTRACT REPRESENTATIVE

A Contracting Officer's Representative (COR) will be assigned to this contract. The COR will furnish technical guidance and advice regarding the work being performed under this contract. The foregoing is not to be construed as authorization to interpret or furnish advice and information to the Contractor relative to the financial or legal aspects of the contract. Enforcement of these segments is vested in and is the responsibility of the Contracting Officer. The extent and limitations of this designation will be provided in the COR Delegation Memo.

16. CONTRACT PERFORMANCE MONITORING

a. Contractor's employee(s) shall report to the charge nurse upon arrival at the AVAHCS.

b. Monitoring of Contractor's performance shall be demonstrated through clinical and administrative record reviews. COR will be responsible for verifying contract compliance. Contracting Officer's Representative (COR) will designate appropriate AVAHCS personnel to monitor services through one or a combination of the following mechanisms:

1. Departments being served will monitor Contractor performance to ensure that services called for in the contract have been received by AVAHCS in a timely manner. Any incidents of Contractor noncompliance as evidenced by the monitoring procedures will be forwarded immediately to the Contracting Officer.

2. Documentation of services performed will be reviewed prior to certifying payment. The COR will perform periodic spot checks and document with the using service to ensure records monitoring. AVAHCS will pay only for services actually provided, and in strict accordance with the Price Schedule. Contract monitoring and recordkeeping procedures will be sufficient to ensure proper payment and allow audit verification that services were provided.

3. Monthly invoices shall be submitted in accordance with VAAR 852.232-72 Electronic Submission of Payment Requests (NOV 2012). The administrative assistant verifies services were actually performed against the schedule and logs. Only after verification are invoices certified for payment.

4. The using service, through the COR, will provide a written statement annually to the Contracting Officer to include a summary of Contractor actions and a statement that all requirements of the contract have been fulfilled as agreed. This summary evaluation will be submitted 45 days prior to expiration of contract (and/or prior to election of option year renewals, if applicable).

c. Contractor's employee(s) may not certify invoices for payment.

17. PROHIBITION OF CONTRACT PERFORMANCE OUTSIDE THE U.S.

The entire performance of the contract shall be within the borders of the United States of America, the District of Columbia and/or Puerto Rico. The Contractor shall not access any AVAHCS data/information (for example, by remote computer access) from locations that are outside the above-stated borders. Furthermore, the Contractor shall not send, transfer, mail or otherwise transmit any AVAHCS data/information to locations outside the above-stated borders.

18. CONTRACTOR CERTIFICATION

Citizenship-Related requirements: Contractor must adhere to and return the signed certification Attachment A – Contractor Certification. This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecutions under 18 U.S.C. 1001.

19. REQUIRED REGISTRATION WITH CONTRACTOR PERFORMANCE ASSESSMENT SYSTEM (CPARS)

a. As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) and Federal Health Care Center (AVAHCS) evaluate Contractor past performance on all contracts that exceed the thresholds outlined in FAR Part 42.15, and shares those evaluations with other Federal Government contract specialists and procurement officials through the Past Performance Information Retrieval System (PPIRS). The FAR requires that the Contractor be provided an opportunity to comment on past performance evaluations prior to the posting of each report. To fulfill this requirement AVAHCS uses an online database, the Contractor Performance Assessment Reporting System (CPARS). The CPARS database information is uploaded to the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies.

b. Each Contractor whose contract award is estimated to exceed the thresholds outlined in FAR Part 42.15 is required to provide to the Contracting Officer contact information for the Contractor's representative with their response to the solicitation. The Contractor is responsible to notify the Contracting Officer of any change to the Contractor's representative during the contract performance period. Contractor's representative contact information consists of a name and email address.

c. The Government will register the contract within thirty days after contract award. For contracts with a period of one year or less, the Contracting Officer will perform a single evaluation when the contract is complete. For contracts exceeding one year, the Contracting Officer will evaluate the Contractor's performance annually. Intermediate reports will be filed each year until the last year of the contract, when the final report will be completed. Each report shall be forwarded in CPARS to the Contractor's designated representative for comment. The Contractor's representative will have thirty days to submit any comments and return the report to the VA contracting officer. Failure by the Contractor to respond within those thirty days will result in the Government's evaluation being placed on file in PPIRS without contractor's comments.

20. PAYMENT

The AVAHCS agrees to reimburse the Contractor for services performed, paid monthly in arrears, upon receipt of a properly prepared invoice submitted by the Contractor. Payments made by the AVAHCS under this contract shall constitute the total cost of services provided by the Contractor. The Contractor hereby agrees; that in no event, shall Contractor bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against the beneficiary, the beneficiary's family, private insurer, Medicare or any other entity acting on the beneficiary's behalf, for services provided pursuant to this contract. Billings rendered by the Contractor to the AVAHCS for services furnished a AVAHCS beneficiary under the terms of this contract shall be billings in full. This provision shall survive the termination or ending of the contract.

The payment for any leave, to include sick leave, annual leave, administrative leave, and holidays, are the responsibility of the Contractor.

[END OF SPECIAL CONTRACT REQUIREMENTS]