

PERFORMANCE WORK STATEMENT

1. GENERAL:

- 1.1. Services Provided: The Contractor shall provide 1 FTE Board Certified or Board Eligible in Family Medicine or Internal Medicine Physician Services on site in accordance with the specifications contained herein to beneficiaries of the Department of Veterans Affairs (VA) and the Big Spring VA Medical Center.
- 1.2. Place of Performance - Contractor shall furnish services at the Big Spring VAMC Community Living Center located at 300 W Veterans Blvd, Big Spring, TX 79720-5566.
- 1.3. Authority: Title 38 USC 153, Contracts and Personal Services.
- 1.4. Policy/Handbooks: the contractor shall be subject to the following policies, including any subsequent updates during the period of performance:
 - 1.4.1. - VA Directive 1663: Health Care Resources Contracting - Buying
http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=347
 - 1.4.2. - VHA Directive 2006-041 "Veterans' Health Care Service Standards" (expired but still in effect pending revision)
https://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1443
 - 1.4.3. - VHA Handbook 1100.17: National Practitioner Data Bank Reports -
http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2135
 - 1.4.4. - VHA Handbook 1100.18 Reporting And Responding To State Licensing Boards -
http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1364
 - 1.4.5. - VHA Handbook 1100.19 Credentialing and Privileging -
http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2910
 - 1.4.6. - VHA Handbook 1907.01 Health Information Management and Health Records:
http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2791
 - 1.4.7. - Privacy Act of 1974 (5 U.S.C. 552a) as amended
http://www.justice.gov/oip/foia_updates/Vol_XVII_4/page2.htm
- 1.5. Definitions/Acronyms- Terms used in this contract shall be interpreted as follows unless the context expressly requires a different construction and/or interpretation. In case of a conflict in language between the Definitions and other sections of this contract, the language in this section shall govern.
 - 1.5.1. AAFP: American Academy of Family Physicians
 - 1.5.2. ABFM: American Board of Family Medicine <https://www.theabfm.org/>
 - 1.5.3. ABIM: American Board of Internal Medicine <http://www.abim.org/>
 - 1.5.4. ACP: American College of Physicians, Internal Medicine
 - 1.5.5. ACGME: Accreditation Council for Graduate Medical Education
 - 1.5.6. ACLS: Advanced Cardiac Life Support
 - 1.5.7. AOD: Admitting Officer of the Day
 - 1.5.8. BLS: Basic Life Support
 - 1.5.9. CCNE: Commission on Collegiate Nursing Education: www.aacn.nche.edu/accreditation
 - 1.5.10. CDC: Centers for Disease Control and Prevention
 - 1.5.11. CDR: Contract Discrepancy Report
 - 1.5.12. CEU: Certified Education Unit
 - 1.5.13. CLC: Community Living Center

- 1.5.14. CME: Continuing Medical Education
- 1.5.15. CMS: Centers for Medicare and Medicaid Services
- 1.5.16. Contracting Officer (CO): The person executing this contract on behalf of the Government with the authority to enter into and administer contracts and make related determinations and findings.
- 1.5.17. Contracting Officer's Representative (COR): A person appointed by the CO to take necessary action to ensure the Contractor performs in accordance with and adheres to the specifications contained in the contract and to protect the interest of the Government. The COR shall report to the CO promptly any indication of non-compliance in order that appropriate action can be taken.
- 1.5.18. COS: Chief of Staff
- 1.5.19. CPARS: Contractor Performance Assessment Reporting System
- 1.5.20. CPRS: Computerized Patient Recordkeeping System- electronic health record system used by the VA.
- 1.5.21. Credentialing: Credentialing is the systematic process of screening and evaluating qualification and other credentials, including licensure, required education, relevant training and experience and current competence and health status.
- 1.5.22. DEA: Drug Enforcement Agency
- 1.5.23. ED: Emergency Department
- 1.5.24. FSMB: Federation of State Medical Boards
- 1.5.25. HHS: Department of Health and Human Services
- 1.5.26. HIPAA: Health Insurance Portability and Accountability Act
- 1.5.27. HR: Human Resources
- 1.5.28. ISO: Information Security Officer
- 1.5.29. Medical Emergency: A sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity that the absence of immediate medical attention could reasonably result in: Permanently placing a patient's health in jeopardy, causing other serious medical consequences, causing impairments to body functions, or causing serious or permanent dysfunction of any body-organ or part.
- 1.5.30. MOD: Medical Officer of the Day
- 1.5.31. National Provider Identifier (NPI): NPI is a standard, unique 10-digit numeric identifier required by HIPAA. The Veterans Health Administration must use NPIs in all HIPAA-standard electronic transactions for individual (health care practitioners) and organizational entities (medical centers).
- 1.5.32. NLNAC: National League for Nursing Accrediting Commission. www.nlnac.org
- 1.5.33. Non-Contract Provider - any person, organization, agency, or entity that is not directly or indirectly employed by the Contractor or any of its subcontractors
- 1.5.34. NP: Nurse Practitioner
- 1.5.35. NPPES: National Plan and Provider Enumeration System
- 1.5.36. PA: Physician Assistant
- 1.5.37. PALS: Pediatric Advanced Life Support
- 1.5.38. POP: Period of Performance
- 1.5.39. PPD: Purified Protein Derivative
- 1.5.40. PWS: Performance Work Statement
- 1.5.41. Privileging (Clinical Privileging): Privileging is the process by which a practitioner, licensed for independent practice; e.g., without supervision, direction, required sponsor, preceptor, mandatory collaboration, etc.; is permitted by law and the facility to practice independently, to provide specific medical or other patient care services within the scope

of the individual's license, based upon the individual's clinical competence as determined by peer references, professional experience, health status, education, training and licensure. Clinical privileges must be facility-specific and provider-specific.

- 1.5.42. QA/QI: Quality Assurance/Quality Improvement
- 1.5.43. QM/PI: Quality Management/Performance Improvement
- 1.5.44. QASP: Quality Assurance Surveillance Plan
- 1.5.45. RFQ: Request for Quotes
- 1.5.46. Veterans Health Administration (VHA): The central office for administration of the VA medical centers throughout the United States. The VHA is located in Washington, D.C.
- 1.5.47. Veterans Integrated Services Network (VISN): The regional oversight for the VA medical centers in Texas.
- 1.5.48. VISTA (Veterans Integrated Systems Technology Architecture): A PC based system that will capture and store clinical imagery, scanned documents and other non-textual data files and integrates them into patient's medical record and with the hospital information system.
- 1.5.49. VetPro: a federal web-based credentialing program for healthcare providers.
- 1.5.50. Veterans Affairs Medical Center (VAMC): Unless identified with the name of a different VA medical Center, for purposes of this task order, this term shall mean the Big Spring VA Medical Center.

2. QUALIFICATIONS:

2.1. Staff/Facility

- 2.1.1. License: The Contractor's physician (s) assigned by the Contractor to perform the services covered by this task order shall have a current license to practice medicine in any State, Territory, or Commonwealth of the United States or the District of Columbia) when services are performed onsite on VA property. All licenses held by the personnel working on this task order shall be full and unrestricted licenses. Contractor's physician (s) who have current, full and unrestricted licenses in one or more states, but who have, or ever had, a license restricted, suspended, revoked, voluntarily revoked, voluntarily surrendered pending action or denied upon application will not be considered for the purposes of this task order.
- 2.1.2. Board Certification: Contractor's physician (s) shall be Board Certified or Board Eligible in Family Medicine or Internal Medicine Physician by the American Board of Family Medicine (ABFM) or American Board of Internal Medicine (ABIM), and be currently certified in Basic Life Support (BLS) Advanced Cardiac Life Support (ACLS) or equivalency. All continuing education courses required for maintaining certification must be kept up to date at all times. Documentation verifying current certification shall be provided by the Contractor to the VA COR on an annual basis for each year of task order performance.
- 2.1.3. Credentialing and Privileging: Credentialing and privileging is to be done in accordance with the provisions of VHA Handbook 1100.19 referenced above. The Contractor is responsible to ensure that proposed physician(s) possesses the requisite credentials enabling the granting of privileges. No services shall be provided by the Contractor's physician (s) prior to obtaining approval by the Big Spring VAMC Professional Standards Board, Medical Executive Board and Medical Center Director.
 - 2.1.3.1. If the Contractor's physician (s) is not credentialed and privileged or has credentials/privileges suspended or revoked, the Contractor shall furnish an acceptable substitute without any additional cost to the Government.

- 2.1.4. Technical Proficiency: The Contractor's physician (s) shall be technically proficient in the skills necessary to fulfill the Government's requirements, including the ability to speak, understand, read and write English fluently. Contractor shall provide documents upon request of the CO/COR to verify current and ongoing competency, skills, certification and/or licensure related to the provision of care, treatment and/or services performed. Contractor shall provide verifiable evidence of all educational and training experiences including any gaps in educational history for all Contractor's physician (s) and the Contractor's physician (s) shall be responsible for abiding by the Facility's Medical Staff By-Laws, rules, and regulations (referenced herein) that govern medical staff behavior.
- 2.1.5. Continuing Medical Education (CME)/ Certified Education Unit (CEU) Requirements: Contractor shall provide the COR copies of current CMEs as required or requested by the VAMC. Contractor's physician (s) registered or certified by national/medical associations shall continue to meet the minimum standards for CME to remain current. Contractor shall report CME hours to the credentials office for tracking. These documents are required for both privileging and re-privileging. Failure to provide shall result in loss of privileges for Contractor's physician (s).
- 2.1.6. Training (ACLS, BLS, CPRS and VA MANDATORY): Contractor's physician (s) shall meet all VA educational requirements and mandatory course requirements defined herein; all training must be completed by the Contractor's physician (s) as required by the VA.

VA Privacy and Information Security Awareness Training and Rules of Behavior	Once a Year
Privacy and HIPAA Training	Once a Year

- 2.1.7. Standard Personnel Testing (PPD, etc.): Contractor shall provide proof of the following tests for Contractor's physician (s) within five (5) calendar days after task order award and prior to the first duty shift to the COR and Contracting Officer. Tests shall be current within the past year.
- 2.1.7.1. TUBERCULOSIS TESTING: Contractor shall provide proof of a negative reaction to PPD testing for all Contractor's physician (s). A negative chest radiographic report for active tuberculosis shall be provided in cases of positive PPD results. The PPD test shall be repeated annually.
- 2.1.7.2. RUBELLA TESTING: Contractor shall provide proof of immunization for all Contractor's physician (s) for measles, mumps, rubella or a rubella titer of 1.8 or greater. If the titer is less than 1.8, a rubella immunization shall be administered with follow-up documentation to the COR.
- 2.1.7.3. OSHA REGULATION CONCERNING OCCUPATIONAL EXPOSURE TO BLOODBORNE PATHOGENS: Contractor shall provide generic self-study training for all Contractor's physician (s); provide their own Hepatitis B vaccination series at no cost to the VA if they elect to receive it; maintain an exposure determination and control plan; maintain required records; and ensure that proper follow-up evaluation is provided following an exposure incident. The VAMC shall notify the Contractor of any significant communicable disease exposures as appropriate. Contractor shall adhere to current CDC/HICPAC Guideline for Infection Control in health care personnel (as published in American Journal for Infection Control- AJIC 1998; 26:289-354 <http://www.cdc.gov/hicpac/pdf/InfectControl98.pdf>) for disease control. Contractor shall provide follow up documentation of clearance to return to the workplace prior to their return.

- 2.1.8. National Provider Identifier (NPI): NPI is a standard, unique 10-digit numeric identifier required by HIPAA. The Veterans Health Administration must use NPIs in all HIPAA-standard electronic transactions for individual (health care practitioners) and organizational entities (medical centers). The Contractor shall have or obtain appropriate NPI and if pertinent the Taxonomy Code confirmation notice issued by the Centers for Medicare and Medicaid Services (CMS) National Plan and Provider Enumeration System (NPPES) be provided to the Contracting Officer with the proposal.
- 2.1.9. DEA: Contractor shall provide copy of current DEA certificate.
- 2.1.10. Conflict of Interest: The Contractor and all Contractor's physician (s) are responsible for identifying and communicating to the CO and COR conflicts of interest at the time of proposal and during the entirety of contract performance. At the time of proposal, the Contractor shall provide a statement which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided. The Contractor shall also provide statements containing the same information for any identified consultants or subcontractors who shall provide services. The Contractor must also provide relevant facts that show how it's organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest. These statements shall be in response to the VAAR provision 852.209-70 Organizational Conflicts of Interest (Jan 2008) and fully outlined in response to the subject attachment in Section D of the solicitation document.
- 2.1.11. Citizenship related Requirements:
- 2.1.11.1. The Contractor certifies that the Contractor shall comply with any and all legal provisions contained in the Immigration and Nationality Act of 1952, As Amended; its related laws and regulations that are enforced by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor as these may relate to non-immigrant foreign nationals working under contract or subcontract for the Contractor while providing services to Department of Veterans Affairs patient referrals;
- 2.1.11.2. While performing services for the Department of Veterans Affairs, the Contractor shall not knowingly employ, contract or subcontract with an illegal alien; foreign national non-immigrant who is in violation their status, as a result of their failure to maintain or comply with the terms and conditions of their admission into the United States. Additionally, the Contractor is required to comply with all "E-Verify" requirements consistent with "Executive Order 12989" and any related pertinent Amendments, as well as applicable Federal Acquisition Regulations.
- 2.1.11.3. If the Contractor fails to comply with any requirements outlined in the preceding paragraphs or its Agency regulations, the Department of Veterans Affairs may, at its discretion, require that the foreign national who failed to maintain their legal status in the United States or otherwise failed to comply with the requirements of the laws administered by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor, shall be prohibited from working at the Contractor's place of business that services Department of Veterans Affairs patient referrals; or other place where the Contractor provides services to veterans who have been referred by the Department of Veterans Affairs; and shall form the basis for termination of this task order for breach.

- 2.1.11.4. 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 prosecution under 18 U.S.C. 1001.
- 2.1.11.5. The Contractor agrees to obtain a similar certification from its subcontractors. The certification shall be made as part of the offerors response to the RFQ using the subject attachment in Section D of the solicitation document.
- 2.1.12. Annual Office of Inspector General (OIG) Statement: In accordance with HIPAA and the Balanced Budget Act (BBA) of 1977, the Department of Health and Human Services (HHS) Office of Inspector General (OIG) has established a list of parties and entities excluded from Federal health care programs. Specifically, 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.
 - 2.1.12.1. Therefore, Contractor shall review the HHS OIG List of Excluded Individuals/Entities on the HHS OIG web site at <http://oig.hhs.gov/exclusions/index.asp> to ensure that the proposed Contractor's physician (s) are not listed. Contractor should note that any excluded individual or entity that submits a claim for reimbursement to a Federal health care program, or causes such a claim to be submitted, may be subject to a Civil Monetary Penalty (CMP) for each item or service furnished during a period that the person was excluded and may also be subject to treble damages for the amount claimed for each item or service. CMP's may also be imposed against the Contractor that employ or enter into contracts with excluded individuals to provide items or services to Federal program beneficiaries.
 - 2.1.12.2. By submitting their proposal, the Contractor certifies that the HHS OIG List of Excluded Individuals/Entities has been reviewed and that the Contractors are and/or firm is not listed as of the date the offer/bid was signed.
- 2.2. Clinical/Professional Performance: The qualifications of Contractor personnel are subject to review by VA Medical Center COS or his/her clinical designee and approval by the Medical Center Director as provided in VHA Handbook 1100.19. Clinical/Professional performance monitoring and review of all clinical personnel covered by this task order for quality purposes will be provided by the VAMC COS and/or the Chief of the Service or his designee. A clinical COR may be appointed, however, only the CO is authorized to consider any task order modification request and/or make changes to the task order during the administration of the resultant task order.
- 2.3. Non Personal Healthcare Services: The parties agree that the Contractor and all Contractor's physician (s) shall not be considered VA employees for any purpose.
- 2.4. Indemnification: The Contractor shall be liable for, and shall indemnify and hold harmless the Government against, all actions or claims for loss of or damage to property or the injury or death of persons, arising out of or resulting from the fault, negligence, or act or omission of the Contractor, its agents, or employees.
- 2.5. Prohibition against Self-Referral: Contractor's physicians are prohibited from referring VA patients to contractor's or their own practice(s).
- 2.6. Inherent Government Functions: Contractor and Contractor's physician (s) shall not perform inherently governmental functions. This includes, but is not limited to, determination of agency policy, determination of Federal program priorities for budget requests, direction and control of Government employees (outside a clinical context), selection or non-selection of individuals for Federal Government employment including the interviewing of individuals for employment, approval of position descriptions and performance standards for Federal

employees, approving any contractual documents, approval of Federal licensing actions and inspections, and/or determination of budget policy, guidance, and strategy.

- 2.7. No Employee status: The Contractor shall be responsible for protecting Contractor's physician (s) furnishing services. To carry out this responsibility, the Contractor shall provide or certify that the following is provided for all their staff providing services under the resultant task order:

- 2.7.1. Workers' compensation
- 2.7.2. Professional liability insurance
- 2.7.3. Health examinations
- 2.7.4. Income tax withholding, and
- 2.7.5. Social security payments.

- 2.8. Tort Liability: The Federal Tort Claims Act does not cover Contractor or Contractor's physician (s). When a Contractor or Contractor's physician has been identified as a provider in a tort claim, the Contractor shall be responsible for notifying their legal counsel and/or insurance carrier. Any settlement or judgment arising from a Contractor's (Contractor's physician (s)) action or non-action shall be the responsibility of the Contractor and/or insurance carrier.

- 2.9. Key Personnel:

- 2.9.1. The VA Full Time Equivalency (FTE) for the services required is one (1). FTE is defined by VA as a minimum of 80 hours every two weeks and does not include holidays.

- 2.9.2. The number of Board Certified or Board Eligible in Family Medicine or Internal Medicine Physician required to be on site on a daily basis is one (1) as defined in paragraph Hours of Operation in this section.

- 2.9.3. The Contractor shall be responsible for providing coverage to the VA during periods of vacancies of the Contractor's personnel due to sick leave, personal leave, vacations and additional coverage as required. **In the event a scheduled physician is unable to complete an assigned shift, the contractor shall provide replacement physician coverage within 2 hours and notify the Contracting Office Representative (COR) at the Big Spring VAMC immediately of the schedule change.**

- 2.9.4. Personnel Substitutions: During the first ninety (90) calendar 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 CO, in writing, within 10 calendar days after the occurrence of any of these events and provide the information required below. After 90 days, the Contractor shall submit the information required below to the CO at least 10 calendar days prior to making any permanent substitutions.

- 2.9.4.1. 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 CO. Proposed substitutes shall have comparable qualifications to those of the persons being replaced. The CO will notify the Contractor within 10 calendar days after receipt of all required information of the decision on the proposed substitutes. The task order will be modified to reflect any approved changes of key personnel.

- 2.9.4.2. For temporary substitutions where the key person shall not be reporting to work for three consecutive work days or more, the Contractor shall provide a qualified replacement for the key person. The substitute shall have comparable qualifications to the key person. Any period exceeding two weeks will require the procedure as stated above.

- 2.9.4.3. The Government reserves the right to refuse acceptance of any Contractor personnel at any time after performance begins, if personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal complaints by patient or other staff members to designated Government representatives. Standards for conduct shall mirror those prescribed by current federal personnel regulations. Should the VA COS or designee show documented clinical problems or continual unprofessional behavior/actions with any Contractor's physician (s), s/he may request, without cause, immediate replacement of said Contractor's physician (s). The CO and COR shall deal with issues raised concerning Contractor's physician (s) conduct. The final arbiter on questions of acceptability is the CO.
- 2.9.4.4. Contingency Plan: Because continuity of care is an essential part of VAMC's medical services, The Contractor shall have a contingency plan in place to be utilized if the Contractor's physician (s) leaves Contractor's employment or is unable to continue performance in accordance with the terms and conditions of the resulting task.

3. HOURS OF OPERATION:

- 3.1. VA Business Hours: The schedule for the Contractor's physician (s) will be 8:00 AM through 4:30 PM with a 30 minute lunch break, Monday through Friday excluding National holidays.
- 3.1.1. Patients must be seen by a Contractor's physician (s) on-site at the Big Spring VAMC in a timely manner in accordance with VA Rules and Regulations on clinic wait times and consult completion. Contractor shall notify the COR at least monthly about any obstacles to meeting this performance measure.
- 3.1.2. Contractor's physician (s) shall be available and present in clinic during normal Big Spring VAMC clinic hours, Big Spring VAMC which will be established, and may be revised, as deemed appropriate for patient care by the Chief of Staff. Currently, normal clinic hours are 8:00 AM through 4:30 PM.
- 3.2. Federal Holidays: The following holidays are observed by the Department of Veterans Affairs:
- New Year's Day
 - President's Day
 - Martin Luther King's Birthday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veterans Day
 - Thanksgiving
 - Christmas
 - Any day specifically declared by the President of the United States to be a national holiday.
- 3.3. Cancellations:
- 3.3.1. Unless a state of emergency has been declared or clinics are otherwise cancelled by the VAMC, the Contractor shall be responsible for providing services.

4. CONTRACTOR RESPONSIBILITIES:

- 4.1. Clinical Personnel Required: The Contractor shall provide Contractor's physician (s) who are competent, qualified per this performance work statement and adequately trained to perform assigned duties.
- 4.1.1. Contractor's physician (s) shall be responsible for signing in and out when in attendance. Time sheets will be used by the COR to confirm hours/day and services provided against the contractor's invoices.
- 4.2. Standards of Care: The Contractor's physician (s)' care shall cover the range of primary care services as would be provided in a state-of-the-art civilian medical treatment facility and the standard of care shall be of a quality, meeting or exceeding currently recognized national standards as established by:
- 4.2.1. American Academy of Family Physicians <http://www.aafp.org/home.html>
- 4.2.2. American College of Physicians (ACP)- Internal Medicine
http://www.acponline.org/clinical_information/guidelines/
- 4.2.3. VA Standards: VHA Directive 2006-041 "Veterans' Health Care Service Standards" (expired but still in effect pending revision)
https://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1443
- 4.2.4. The professional standards of the Joint Commission (TJC)
http://www.jointcommission.org/standards_information/standards.aspx
- 4.2.5. The standards of the American Hospital Association (AHA)
<http://www.hpoe.org/resources?show=100&type=8> and;
- 4.2.6. The requirements contained in this PWS
- 4.3. Medical Records:
- 4.3.1. Authorities: Contractor's physician (s) providing healthcare services to VA patients shall be considered as part of the Department Healthcare Activity and shall comply with the 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), Title 5 U.S.C. § 522a (Records Maintained on Individuals) as well as 45 C.F.R. Parts 160, 162, and 164 (HIPAA).
- 4.3.2. HIPAA: This task order and its requirements meet exception in 45 CFR 164.502(e), and do not require a BAA in order for Covered Entity to disclose Protected Health Information to: a health care provider for treatment. Based on this exception, a BAA is not required for this task order. Treatment and administrative patient records generated by this task order or provided to the Contractors by the VA are covered by the VA system of records entitled 'Patient Medical Records-VA' (24VA19). Contractor generated VA Patient records are the property of the VA and shall not be accessed, released, transferred, or destroyed except in accordance with applicable laws and regulations. Contractor shall ensure that all records pertaining to medical care and services are available for immediate transmission when requested by the VA. Records identified for review, audit, or evaluation by VA representatives and authorized federal and state officials, shall be accessed on-site during normal business hours or mailed by the Contractor at his expense. Contractor shall deliver all final patient records, correspondence, and notes to the VA within twenty-one (21) calendar days after the task order expiration date.
- 4.3.3. Disclosure: Contractor's physician (s) may have access to patient medical records: however, Contractor shall obtain permission from the VA before disclosing any patient information. 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 VA 's records, at VA's

place of business on request during normal business hours, to inspect and review and make copies of such records. The VA will provide the Contractor with a copy of VHA Handbook 1907.1, Health Information management and Health Records and VHA Handbook 1605.1, Privacy and Release of Information. The penalties and liabilities for the unauthorized disclosure of VA patient information mandated by the statutes and regulations mentioned above, apply to the Contractor.

4.3.4. Professional Standards for Documenting Care: Care shall be appropriately documented in medical records in accordance with standard commercial practice and guidelines established by VHA Handbook 1907.01 *Health Information Management and Health Records*: http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2791 and all guidelines provided by the VAMC.

4.3.5. Release of Information: The VA shall maintain control of releasing any patient medical information and will follow policies and standards as defined, but not limited to Privacy Act requirements. In the case of the VA authorizing the Contractor to release patient information, the Contractor in compliance with VA regulations, and at his/her own expense, shall use VA Form 3288, Request for and Consent to Release of Information from Individual's Records, to process "Release of Information Requests." In addition, the Contractor shall be responsible for locating and forwarding records not kept at their facility. The VA's Release of Information Section shall provide the Contractor with assistance in completing forms. Additionally, the Contractor shall use VA Form 10-5345, Request for and Authorization to Release Medical Records or Health Information, when releasing records protected by 38 U.S.C. 7332. Treatment and release records shall include the patient's consent form. Completed Release of Information requests will be forwarded to the VA Privacy Officer at the following address:

Kasey Deline, Privacy Officer – (432) 263-7361 Ext 5077 or at kasey.deline@va.gov

4.4. Direct Patient Care: **90%** of the time involved in direct patient care.

4.4.1. Per the qualification section of this PWS, the Contractor shall provide the following staff:

4.4.1.1. Board Certified /Board Eligible in Family Medicine or Internal Medicine Physician.

4.4.2. Scope of Care: Contractor's physician (s) (as appropriate and within scope of practice/privileging) shall be responsible for providing primary care including, but not limited to :

4.4.2.1. Clinic Care: Contractor's physician (s)) shall provide clinical primary care services. Contractor's physician (s) shall be present on time for any scheduled clinics as documented by physical presence in the clinic at the scheduled start time.

4.4.2.1.1. Contractor's physician (s) shall provide consultative services at the patient's bedside if the patient is not ambulatory and in the clinic setting if the patient is able to report to the outpatient clinic.

4.4.2.2. Medications: Contractor's physician(s) shall follow all established medication policies and procedures. No sample medications shall be provided to patients.

4.4.2.3. Discharge education: Contractor's physician(s) shall provide discharge education and follow up instructions that are coordinated with the next care setting for all Gastroenterology clinical or surgical patients.

4.4.3. **ADMINISTRATIVE:** **10 %** of time not involved in direct patient care.

4.4.3.1. Quality Improvement Meetings: The Contractor's physician (s) shall participate in continuous quality improvement activities and meetings with committee participation as required by the VAMC Associate Chief of Staff for Ambulatory Care, Chief of Staff, or designee.

- 4.4.3.2. Staff Meetings: The Contractor's physician (s) shall attend staff meetings as required by the VAMC Chief of Service, Chief of Staff, or designee. Contractor to communicate with COR on this requirement and report any conflicts that may interfere with compliance with this requirement.

List all meetings, associated time and frequency:

Meeting	Frequency (once a year, etc.)	Annual Hours
Journal Club	Every Thursday	One Hour
All PACT Meeting	First Tuesday every month	One Hour
Ambulatory Care Staff Meeting	Third Wednesday every month	One Hour
Medical Staff Meeting	Second Wednesday every month	One Hour

- 4.4.3.3. QA/QI documentation: The Contractor's physician (s) shall complete the appropriate QM/PI documentation pertaining to all procedures, complications and outcome of examinations.

- 4.4.3.4. Patient Safety Compliance and Reporting: Contractor's physician (s) shall follow all established patient safety and infection control standards of care. Contractor's physician (s) shall make every effort to prevent medication errors, falls, and patient injury caused by acts of commission or omission in the delivery of care. All events related to patient injury, medication errors, and other breeches of patient safety shall be reported to the COR VA Safety Policy. As soon as practicable (but within 24 hours) Contractors shall notify COR of incident and submit to the COR the Patient Safety Report, following up with COR as required or requested.

4.5. Performance Standards, Quality Assurance (QA) and Quality Improvement(Qi)

- 4.5.1. Quality Management/Quality Assurance Surveillance: Contractor's physician(s) shall be subject to Quality Management measures, such as patient satisfaction surveys, timely completion of medical records, and Peer Reviews. Methods of Surveillance: Focused Provider Practice Evaluation (FPPE) and Ongoing Provider Practice Evaluation (OPPE). Contractor performance will be monitored by the Government using the standards as outlined in this Performance Work Statement (PWS) and methods of surveillance detailed in the Quality Assurance Surveillance Plan (QASP). The QASP shall be attached to the resultant task order and shall define the methods and frequency of surveillance conducted.
- 4.5.2. Patient Complaints: The CO will resolve complaints concerning Contractor's physician (s) relations with the Government employees or patients. The CO is final authority on validating complaints. In the event that the Contractor's physician (s) is involved and named in a validated patient complaint, the Government reserves the right to refuse acceptance of the services of such personnel. This does not preclude refusal in the event of incidents involving physical or verbal abuse.
- 4.5.3. The Government reserves the right to refuse acceptance of any Contractor personnel at any time after performance begins, if personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal complaints by patient or other staff members to designated Government representatives. Standards for conduct shall mirror those prescribed by current federal

personnel regulations. The CO and COR shall deal with issues raised concerning Contractor's conduct. The final arbiter on questions of acceptability is the CO.

4.5.4. Performance Standards:

4.5.4.1. Measure: Provider Quality Performance

Performance Requirement:

Standard: OPPE documentation for all (100%) staff providing services under the contract.

All staff (100%) meet Standards.

Acceptable Quality Level: 100% meet Standards

Surveillance Method: Ongoing Provider Performance Evaluation (OPPE) data pertinent to care performed for each provider working under this task order. OPPE data will review the following elements:

- A. Patient Care Performance
- B. Medical/Clinical knowledge
- C. Practiced Based Learning and Improvement
- D. Interpersonal and Communication Skills
- E. Professionalism
- F. System Based Practice

Frequency: Monthly review

Incentive: Positive Past Performance

Disincentive: Negative Past Performance

4.5.4.2. Measure: Qualifications of Key Personnel

Performance Requirement: Contractor's physician (s) shall be Board Certified or Board Eligible in Family Medicine or Internal Medicine Physician by the American Board of Family Medicine (ABFM) or American Board of Internal Medicine (ABIM).

Standard: All (100%) task order physicians are board certified/board eligible.

Acceptable Quality Level: 100% No deviations accepted

Surveillance Method: Random inspection of qualification documents.

Frequency: For each new task order physician or annually.

Incentive: Favorable contractor performance evaluation.

Disincentive: Unfavorable Contractor performance evaluation. Removal from task order until such time the task order physician (s) meet qualification standard.

4.5.4.3. Measure: Scope of Practice/Privileging

Performance Requirement: All Contractor's physician (s) perform within their individual scopes of practice/privileging.

Standard: All Contractor's physician (s) (100%) perform within their scope of practice/privileges 100% of the time.

Acceptable Quality Level: All (100%) task order physician (s) perform within their scope of practice/privileges 100% of the time. No deviations accepted.

Surveillance Method: Random Inspection of records.

Frequency: Monthly review

Incentive: Favorable contractor performance evaluation.

Disincentive: Unfavorable Contractor performance evaluation. Removal from task order until such time the task order physician (s) meet qualification standard.

4.5.4.4. Measure: Patient Access

Performance Requirement: The Contractor shall provide task order physician(s) in accordance with the operating hours and VA clinical schedule outlined in this PWS.

Standard: All (100%) Contractor's physician (s) are on time and available to perform services.

Acceptable Quality Level: Contractor's physician (s) is on-time and available to perform services 100% of the time.

Surveillance Method: Periodic Sampling of Time and Attendance Sheets

Frequency: Monthly review

Incentive: Favorable contractor performance evaluation.

Disincentive: Unfavorable Contractor performance evaluation.

4.5.4.5. Measure: Patient Safety

Performance Requirement: Patient safety incidents shall be reported using Patient Safety Report. All incidents reported immediately (within 24 hours).

Standard: All (100%) of patient safety incidents are reported using Patient Safety Report within 24 hours of incident.

Acceptable Quality Level: All (100%) of patient safety incidents are reported using Patient Safety Report within 24 hours of incident. No acceptable deviation.

Surveillance Method: Direct Observation

Frequency: Monthly review

Incentive: Favorable contractor performance evaluation.

Disincentive: Unfavorable contractor performance evaluation.

4.5.4.6. Measure: Maintains licensing, registration, and certification

Performance Requirement: Updated Licensing, registration and certification shall be provided as they are renewed. Licensing and registration information kept current.

Standard: All (100%) licensing, registration(s) and certification(s) for Contractor's physician (s) shall be provided as they are renewed. Licensing and registration information kept current.

Acceptable Quality Level: All (100%) licensing, registration(s) and certification(s) for Contractor's physician (s) shall be provided as they are renewed. Licensing and registration information kept current. No acceptable deviation.

Surveillance Method: Periodic Sampling and Random Sampling

Frequency: Monthly review

Incentive: Favorable contractor performance evaluation.

Disincentive: Unfavorable contractor performance evaluation.

4.5.4.7. Measure: Mandatory Training

Performance Requirement: Contractor shall complete all required training on time per VAMC policy

Standard: All (100%) of required training is complete on time by Contractor's physician (s)

Acceptable Quality Level: 100% completions, no deviations

Surveillance Method: Periodic Sampling

Frequency: Annual review

Incentive: Favorable contractor performance evaluation.

Disincentive: Unfavorable Contractor performance evaluation, Suspension or termination of all physical and/or electronic access privileges and removal from task order until such time as the training is complete.

4.5.4.8. Measure: Privacy, Confidentiality and HIPAA

Performance Requirement:

Standard: All (100%) Contractor's physician (s) comply with all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA

Acceptable Quality Level: 100% compliance; no deviations

Surveillance Method: Periodic Sampling; Contractor shall provide evidence of annual training required by VAMC, reports violations per VA Directive 6500.6.

Frequency: Monthly review

Incentive: Favorable contactor performance evaluation.

Disincentive: Unfavorable contactor performance evaluation. Immediate removal from task order.

4.5.5. Registration with Contractor Performance Assessment Reporting System

- 4.5.5.1. As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates Contractor past performance on all contracts/task orders that exceed \$150,000, and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the Contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, CPARS, which is maintained by the Naval Seal Logistics Center in Portsmouth, New Hampshire. CPARS has connectivity with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies. PPIRS is the system used to collect and retrieve performance assessment reports used in source selection determinations and completed CPARS report cards transferred to PPIRS. CPARS also includes access to the federal awardee performance and integrity information system (FAPIS). FAPIS is a web-enabled application accessed via CPARS for Contractor responsibility determination information.
- 4.5.5.2. Each Contractor whose contract/task order award is estimated to exceed \$150,000 requires a CPARS evaluation. A Government Focal Point will register your contract/task order within thirty days after contract/task order award and, at that time, you will receive an email message with a User ID (to be used when reviewing evaluations). Additional information regarding the evaluation process can be found at www.cpars.gov or if you have any questions, you may contact the Customer Support Desk @ DSN: 684-1690 or COMM: 207-438-1690.
- 4.5.5.3. For contracts/task orders with a period of one year or less, the Contracting Officer will perform a single evaluation when the contract/task order is complete. For contracts/task orders exceeding one year, the Contracting Officer will evaluate the Contractor's performance annually. Interim reports will be filed each year until the last year of the contract/task order, when the final report will be completed. The report shall be assigned in CPARS to the Contractor's designated representative for comment. The Contractor representative will have sixty (60) days to submit any comments and re-assign the report to the CO.
- 4.5.5.4. Failure for the Contractor's representative to respond to the evaluation within those sixty (60) days, will result in the Government's evaluation being placed on file in the database with a statement that the Contractor failed to respond; the Contractor's representative will be "locked out" of the evaluation and may no longer send comments.

5. **GOVERNMENT RESPONSIBILITIES:**

- 5.1. VA Support Personnel, Services or Equipment: Standard Community Living Center equipment that meets a set of guidelines. VA will provide nursing and ancillary staff.
- 5.2. Task Order Administration/Performance Monitoring: After award of task order, all inquiries and correspondence relative to the administration of the task order shall be addressed to:

Contracting Officer, Contracting Officers Representative and CLC Supervisor.

5.2.1. CO RESPONSIBILITIES:

CO – **Carlos Jaquez**
SAO West NCO 18
11495 Turner Road
El Paso, TX 79936
(915) 217-1249
carlos.jaquez@va.gov

- 5.2.1.1. The Contracting Officer is the only person authorized to approve changes or modify any of the requirements of this task order. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue any modification to include (but not limited to) terms affecting price, quantity or quality of performance of this task order.
- 5.2.1.2. The Contracting Officer shall resolve complaints concerning Contractor relations with the Government employees or patients. The Contracting Officer is final authority on validating complaints. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer without authority, no adjustment shall be made in the task order price to cover an increase in costs incurred as a result thereof.
- 5.2.1.3. In the event that contracted services do not meet quality and/or safety expectations, the best remedy will be implemented, to include but not limited to a targeted and time limited performance improvement plan; increased monitoring of the contracted services; consultation or training for Contractor personnel to be provided by the VA; replacement of the task order personnel and/or renegotiation of the task order terms or termination of the task order.

5.2.2. COR Responsibilities:

The COR for this task order is:

Tina Fitzgibbons, Administrative Officer
300 W Veterans Blvd
Big Spring, TX 79720
(432) 263-7361 Ext 7515
tina.fitzgibbons@va.gov

- 5.2.2.1. The COR shall be the VA official responsible for verifying task order compliance. After task order award, any incidents of Contractor noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.
- 5.2.2.2. The COR will be responsible for monitoring the Contractor's performance to ensure all specifications and requirements are fulfilled. Quality Improvement data that will be collected for ongoing monitoring includes but is not limited to: enter data that may be collected.
- 5.2.2.3. The COR will maintain a record-keeping system of services by invoices. The COR will review this data monthly when invoices are received and certify all invoices for payment by comparing the hours documented on the VA record-keeping system and those on the invoices. Any evidence of the Contractor's non-compliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.

- 5.2.2.4. The COR will review and certify monthly invoices for payment. If in the event the Contractor fails to provide the services in this task order, payments will be adjusted to compensate the Government for the difference.
- 5.2.2.5. All task order administration functions will be retained by the VA.

6. SPECIAL CONTRACT REQUIREMENTS:

- 6.1. Reports/Deliverables: The Contractor shall be responsible for complying with all reporting requirements established by the task order. Contractor shall be responsible for assuring the accuracy and completeness of all reports and other documents as well as the timely submission of each. Contractor shall comply with task order requirements regarding the appropriate reporting formats, instructions, submission timetables, and technical assistance as required.
- 6.1.1. The following are brief descriptions of required documents that must be submitted by Contractor: upon award; weekly; monthly; quarterly; annually, etc. identified throughout the PWS and is provided here as a guide for Contractor convenience. If an item is within the PWS and not listed here, the Contractor remains responsible for the delivery of the item.

What	Submit as noted	Submit To
Quality Control Plan: Description and reporting reflecting the contractor's plan for meeting of task order requirements and performance standards	Upon proposal and as frequently as indicated in the performance standards.	Contracting Officer
Copies of any and all licenses, board certifications, NPI, to include primary source verification of all licensed and certified staff	Upon proposal and upon renewal of licenses and upon renewal of option periods or change of key personnel.	Contracting Officer with proposal; renewal submitted to VETPRO system.
Certification that staff list have been compared to OIG list	Upon proposal and upon new hires.	Contracting Officer
Proof of Indemnification and Medical Liability Insurance	Upon proposal and upon renewals.	Contracting Officer
Certificates of Completion for Cyber Security and Patient Privacy Training Courses	Before receiving an account on VA Network and annual training and new hires.	Contracting Officer
ACLS/BLS Certification	Upon award and every two years after award.	COR
Contingency plan for replacing key personnel to maintain services as required under the terms of the contract	Upon proposal and as updated	COR

6.2. Billing:

- 6.2.1. Invoice requirements and supporting documentation: Supporting documentation and invoice must be submitted no later than the 20th workday of the month. Subsequent changes or corrections shall be submitted by separate invoice. In addition to information required for submission of a "proper" invoice in accordance with FAR 52.212-4 (g), all invoices must include:

- 6.2.1.1. Name and Address of Contractor
- 6.2.1.2. Invoice Date and Invoice Number
- 6.2.1.3. Contract Number and Purchase/Task Order Number
- 6.2.1.4. Date of Service
- 6.2.1.5. Contractor's physician (s) (*Name of Contractor's employee*)
- 6.2.1.6. Hourly Rate
- 6.2.1.7. Quantity of hours worked
- 6.2.1.8. Travel expenses
- 6.2.1.9. Total price

6.3. Vendor Electronic Invoice Submission Methods:

Facsimile, e-mail, and scanned documents are not acceptable forms of submission for payment requests. Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods below:

- 6.3.1. VA's Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, OB10, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://ob10.com/us/en/veterans-affairs-us/> to begin submitting electronic invoices, free of charge.
- 6.3.2. A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI).
The X12 EDI Web site (<http://www.x12.org>).
- 6.3.3. The Contractor may contact FSC at the phone number or email address listed below with any questions about the e-invoicing program or OB10:
 - 6.3.3.1. OB10 e-Invoice Setup Information: 1-877-489-6135
 - 6.3.3.2. OB10 e-Invoice email: VA.Registration@ob10.com
 - 6.3.3.3. FSC e-Invoice Contact Information: 1-877-353-9791
 - 6.3.3.4. FSC e-invoice email: vafscshd@va.gov

6.4. Payment Adjustments/Performance Related Payment Deductions:

- 6.4.1. Invoices will be prorated for partial days/hours worked. The Contractor shall be paid only for actual work/hours performed onsite. In the event that the task order provider works a portion of an hour, the government may adjust payments by 15 minute increments. For example if a Contractor's physician (s) works 15 minutes it shall be billed as .25 hours (30 minutes as .5 hours and 45 minutes as .75 hours). Task order providers shall be responsible for reporting time worked accurately. The Contractor shall be paid for actual hours performed.

- 6.4.1.1. The task order shall be adjusted at the end of the period of performance in accordance with actual performance.

6.5. Contractor Security Requirements (Handbook 6500.6): Contractors and contract physician(s) shall be subject to the same Federal laws, regulations, standards and VA Directives and Handbooks as VAMC personnel regarding information and information system security.

- 6.5.1. Contractor shall request logical (technical) or physical access to VAMC information and VAMC information systems for their employees only to the extent necessary to perform the services specified in the contract.

- 6.5.1.1. Contractor and contract physician(s) working with VAMC information are subject to the same investigative requirements as those of VAMC appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors shall be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for

Operations, Security and Preparedness is responsible for these policies and procedures.

- 6.5.1.2. All Contractor employees who require access to VAMC computer systems shall be the subject of a background investigation and shall receive a favorable adjudication from the VA Security and Investigations Center (SIC).
- 6.5.1.3. Contractor personnel who previously received a favorable adjudication as a result of a VA background investigation are exempt from this task order requirement if they provide documentation to support the previous adjudication. Proof of previous adjudication shall be submitted by the Contractor to VA SIC through the VAMC Contracting Officer.
- 6.5.2. Position Sensitivity - The position sensitivity has been designated as: **Low Risk**. Therefore, the level of background investigation commensurate with the required level of access is: **NACI**.
- 6.5.3. In order to conduct a background investigation, the Contractor shall submit the following required forms for each person requiring access to VAMC computer systems under this contract to the VA SIC.
 - 6.5.3.1. Standard Form 85, Questionnaire for Non-Sensitive Positions
 - 6.5.3.2. Standard Form 86A, Continuation Sheet for Questionnaires
 - 6.5.3.3. Optional Form 306, Declaration for Federal Employment
 - 6.5.3.4. Electronic Fingerprint Verification OR FD 258, U.S. Department of Justice Fingerprint Applicant Chart
- 6.5.4. The Contractor shall initiate and pay for all background investigations and shall keep all investigations on file as long as the task order is in effect.
- 6.6. The certification and accreditation (C&A) requirements do not apply and a Security Accreditation Package is not required.
- 6.7. **Other Pertinent Information or Special Considerations:**
 - 6.7.1. The Contractor shall ensure that all task order physician(s) requiring access to VAMC information and VAMC information systems complete the following before being granted access to VAMC information and its systems:
 - 6.7.1.1. Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, relating to access to VA information and information systems;
 - 6.7.1.2. Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;
 - 6.7.1.3. Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
 - 6.7.1.4. Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access.
 - 6.8.2. The Contractor shall provide the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within one (1) week of the initiation of the task order, annually thereafter or any other time as required.
 - 6.8.2.1. Failure to complete the mandatory annual training and sign the Rules of Behavior annually shall result in suspension or termination of all physical or electronic access privileges and removal from work on the task order until such time as the training and documents to re-establish computer access are complete.
 - 6.7.3. The VAMC shall provide contract personnel with access to VISTA and/or other general files maintained on VA computer systems via personalized VA access codes.
 - 6.7.3.1. Access codes are confidential and are to be maintained and protected by the end user.

- 6.7.3.2. Sharing of these access codes or misuse of VA information/computer systems is a Federal crime and may result in criminal penalties.
- 6.7.3.3. The access codes shall be maintained by signing on the VAMC computer system every thirty (30) days, changing passwords when prompted, and electronically signing the yearly Behavioral Agreement form.
- 6.7.3.4. Failure to maintain access codes shall result in suspension or termination of all physical or electronic access privileges and removal from work on the task order until such time as the documents to re-establish computer access are complete.

7. Denial/Termination Of Privileges:

- 7.1. Action to limit, suspend or revoke privileges shall be in accordance with the procedures outlined in the VAMC Regulations and local Medical Staff Bylaws. The Contractor shall be notified by the CO as soon as possible when the necessity to exercise such authority becomes apparent. The CO shall also provide the Contractor with copies of documentation initiating the revocation process if such action is required.
- 7.1.1. Standards for conduct shall mirror those prescribed by current Federal Personnel Regulations (available upon request at the Office of the Chief Medical Officer (CMO) and by CLC Service policies and procedures (Policy manual available for viewing in the CLC Office).

8. UPON AWARD THE FOLLOWING WILL BE PROVIDED:

- Liability insurance Certificate
- Security Packet for each candidate, completed and returned to the Contracting Officer within 5 days of award
- Credentialing forms will be completed and returned within 3 days of award
- Completion of VetPro system within 10 days of submittal of credentialing forms