

PERFORMANCE WORK STATEMENT

1. GENERAL

1.1. SERVICES REQUIRED:

This is a non-personal services contract to provide comprehensive professional services of physicians who are certified or eligible for certification by the American Board of Thoracic Surgery necessary to perform on-call CardioThoracic Physician On Call Services to eligible beneficiaries of the Department of Veterans Affairs, James H. Quillen VA Medical Center (herein after referred to as JHQVAMC). Contractors must be on staff and available 24/7, within 15 minutes by phone, and within 60 minutes on-site, in person.

1.2. PLACE OF PERFORMANCE: Onsite and Telephonically

James H. Quillen VA Medical Center
Corner of Lamont and Veterans Way
Mountain Home, TN 37684

1.3. AUTHORITY: Title 38 USC 8153, Health Care Resources (HCR) sharing Authority.

1.4. POLICY AND REGULATIONS: Contractor shall comply with all applicable policy and regulations, including, but not limited to, the following:

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://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1806

1.4.6. VHA Handbook 1400.01 Resident

Supervision http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2847

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

1.4.8.VHA Handbook 1907.01 Health Information Management and Health Records:
http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2791

1.4.9.VHA Handbook 1220.01 Operative Complexity

1.5. DEFINITIONS/Acronym:

1.5.1.ACGME: Accreditation Council for Graduate Medical Education

1.5.2.ACO: Administrative Contracting Officer

1.5.3.BAA : Business Associate Agreement

1.5.4.CDC: Centers for Disease Control and Prevention

1.5.5.CEU: Certified Education Unit

1.5.6.CME: Continuing Medical Education

1.5.7.CMS: Centers for Medicare and Medicaid Services

1.5.8.CO: Contracting Officer

1.5.9.COR: Contracting Officer's Representative

1.5.10. COS: Chief of Staff

1.5.11. CPARS: Contractor Performance Assessment Reporting System

1.5.12. CPRS: Computerized Patient Recordkeeping System- electronic health record system used by the VA.

1.5.13. FSMB: Federation of State Medical Boards

1.5.14. Full Time Equivalent (FTE): Contractor working the equivalent of 80 hours every two weeks, 693.3 hours per four month period. In calculating FTE, any hours not worked on national holidays shall not be included.

1.5.15. HHS: Department of Health and Human Services

1.5.16. HICPAC: Healthcare Infection Control Practices Advisory Committee- a federal advisory committee made up of 14 external infection control experts who provide advice and guidance to the CDC and the Secretary of HHS regarding the practice of health care infection control, strategies for surveillance and prevention and control of health care associated infections in United States health care facilities.

1.5.17. HIPPA: Health Insurance Portability and Accountability Act

1.5.18. ISO: Information Security Officer

1.5.19. POP: Period of Performance

1.5.20. PWS: Performance Work Statement

1.5.21. QASP: Quality Assurance Surveillance Plan

1.5.22. QMP: Quality Management Program

1.5.23. TJC: The Joint Commission

- 1.5.24. VA: Department of Veterans Affairs
- 1.5.25. VAMC: Veterans Affairs Medical Center
- 1.5.26. VetPro: a federal web-based credentialing program for healthcare providers.
- 1.5.27. VHA: Veterans Health Administration

2. QUALIFICATIONS:

- 2.1.1. **LICENSE**: Personnel assigned by the Contractor to perform the services covered by this contract shall be licensed in a State, Territory or Commonwealth of the United States or District of Columbia. Contractor staff must submit evidence of at least one full, active, current and unrestricted licensure, registration, certification, and/or other relevant credentials, for verification prior to appointment and throughout the employment process, as requested by the COR. Contractor is responsible for keeping the VA COR apprised of anything that would adversely affect or otherwise limit their clinical privileges. Note: Failure to keep VA fully informed on these matters may result in administrative or disciplinary action. Physicians shall speak and write English proficiently.
- 2.1.2. **BOARD CERTIFICATION /ELIGIBILITY**: Contractor's CardioThoracic Surgeons must be certified or eligible for certification by the American Board of Thoracic Surgery. In the event that the Contractor's CardioThoracic Surgeon(s) is/are not directly employed by the treating facility, documentation must be provided to ensure adequate certification. All continuing education required for maintaining certification must be kept up to date at all times. Documentation verifying current certification must be provided by the Contractor to the COR on an annual basis.
- 2.1.3. **CREDENTIALING AND PRIVILEGING**: Credentialing and privileging will be done in accordance with the provisions of VHA Handbook 1100.19. This VHA Handbook provides updated VHA procedures regarding credentialing and privileging, to include incorporating: VHA policy concerning VetPro; the Expedited Medical Staff Appointment Process; credentialing during activation of the facility Disaster Plan; requirements for querying the FSMB; credentialing and privileging requirements for Telemedicine and remote health care; clarifications for the Summary Suspension of Privileges process in order to ensure both patient safety and practitioner rights; and the credentialing requirements for other required providers. 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 any contract physician(s) prior to obtaining approval by the VA JHQVAMC Professional Standards Board, Medical Executive Board and Medical Center Director.
- 2.1.4. **TECHNICAL PROFICIENCY**: Contractors 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 will provide documents as needed to verify current and ongoing competency, skills, certification and/or licensure related to the provision of care, treatment and/or services performed.

2.1.5. CONTINUING CME/CEU REQUIREMENTS: Contractor will provide the *COR* copies of current CMEs as required or requested by the VAMC. Contractors registered or certified by national/medical associations shall continue to meet the minimum standards for CME to remain current. CME hours shall be reported to the credentials office for tracking. These documents are required for both privileging and re privileging. Failure to provide will result in loss of privileges.

2.1.6. TRAINING (VA MANDATORY): Contractors shall meet all VA educational requirements. All mandatory courses must be completed by the Contractor staff as required by the VA.

2.1.7. STANDARD PERSONNEL TESTING/INFECTION CONTROL

2.1.7.1. Contractor shall provide proof of the following tests for their staff within five (5) calendar days after contract award and prior to the first duty shift to the COR and Contracting Officer. Tests shall be current within the past year.

- TUBERCULOSIS TESTING: Contractor shall provide proof of a negative reaction to PPD testing for all Contractor staff. A negative chest radiographic report for active tuberculosis shall be provided in cases of positive PPD results. The PPD test shall be repeated annually.

- RUBELLA TESTING: Contractor shall provide proof of immunization for all Contractor staff 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.

- OSHA REGULATION CONCERNING OCCUPATIONAL EXPOSURE TO BLOODBORNE PATHOGENS: Contractors shall provide generic self-study training for all Contractor staff; 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. Contractors 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. Contractors shall provide follow up documentation of clearance to return to the workplace prior to their return.

2.1.8. CONFLICT OF INTEREST: the Contractor and all Contractor staff 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 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.

2.1.9. Citizenship related Requirements: While performing services for the VA, 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. The Contractor must return a signed certification at the time of proposal 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 the VA. 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 and is applicable to the entire POP.

2.1.10. ANNUAL OFFICE OF INSPECTOR GENERAL (OIG) STATEMENT:

2.1.10.1. In accordance with HIPAA and the Balanced Budget Act (BBA) of 1977, the VA 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.

2.1.10.2. Therefore, all Contractors shall review the OIG List of Excluded Individuals/Entities on the OIG web site at www.hhs.gov/oig to ensure that the proposed Contractors and/or firm(s) are not listed. Contractors 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 or entity 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 Contractors and entities that employ or enter into contracts with excluded individuals or entities to provide items or services to Federal program beneficiaries.

2.1.10.3. By submitting their proposal, the Contractor certifies that the 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 contract 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 contract modification request during the administration of the resultant contract.

2.3. **NON PERSONAL SERVICES:** The parties agree that The Contractor, all Contractor staff, agents and sub-Contractors shall not be considered VA employees for any purpose.

2.3.1. **Government Inherent Functions:** Contractor and Contractor staff 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, 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.

2.3.2. **No Employee status:** The Contractor shall be responsible for protecting the Contractor's staff 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 contract:

- Workers' compensation
- Professional liability insurance
- Health examinations
- Income tax withholding, and
- Social security payments.

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

2.4. **KEY PERSONNEL AND EMERGENCY SUBSTITUTIONS**

2.4.1. **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 CO, in writing, within 15 calendar days after the occurrence of any of these events and provided 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 CO at least 15 days prior to making any permanent substitutions.**

- 2.4.2. 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 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.
- 2.4.3. 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. The substitute shall have comparable qualifications to the key person. Any period exceeding two weeks will require the procedure as stated above.

3. VA HOURS OF OPERATION:

3.1. BUSINESS HOURS: Monday through Friday, 8:00am – 4:30pm.

3.2. NON-BUSINESS HOURS:

3.2.1. Monday through Friday, 4:31 p.m. to 7:59 a.m.

3.2.2. Weekends – 4:31 p.m. Friday to 7:59 a.m. the following Monday morning, unless that Monday happens to fall on a Federal Holiday

3.2.3. Federal Holidays. See 3.4

3.3. WORK SCHEDULE:

The Contractor shall furnish coverage when VA CardioThoracic Attendings are on leave or unavailable. This shall ensure coverage 24/7/365 days a year.

3.4. FEDERAL HOLIDAYS

The following holidays are observed by the Department of Veterans Affairs:

3.4.1. New Year's Day

3.4.2. Washington's Birthday

3.4.3. Martin Luther King's Birthday

3.4.4. Memorial Day

3.4.5. Independence Day

3.4.6. Labor Day

3.4.7. Columbus Day

3.4.8. Veterans Day

3.4.9. Thanksgiving

3.4.10. Christmas

3.4.11. Any day specifically declared by the President of the United States to be a national holiday.

4. CONTRACTOR RESPONSIBILITIES

4.1. SERVICES REQUIRED: Contractor shall provide comprehensive professional services of physicians who are certified or eligible for certification by the American Board of Thoracic Surgery to provide CardioThoracic Physician on-call services at JHQVAMC. These services shall include Attending coverage when the VA employed CardioThoracic Attendings are on leave or unavailable. These services shall ensure 24/7/365 day a year coverage for CardioThoracic Attending and resident supervision. Contractor is responsible for recording and reporting the hours/day Physician(s) are in attendance or on call on a monthly basis. Call schedules will be used by the COR to confirm hours/day and services provided against the contractor's invoices. Major duties shall include, but are not restricted to the following:

- 4.1.1 Supervising and training residents assigned to VA Medical Center on a rotational basis by the Department of Surgery, East Tennessee State University as established by the standards of the Residency Review Committee and appropriate VA Residency Supervision guidelines. Physicians shall supervise residents in only those clinical activities for which they have been privileged and shall determine the frequency of supervision and degree of involvement required. Physicians shall review, document discussion, and modify aspects of care provided by residents in accordance with VHA Handbook 1400.1
- 4.1.2 The contractor shall involve the patient in care decisions by keeping him/her fully informed about the diagnosis, plan of care, treatment goals, risks, benefits of proposed treatments and prognosis. Shared decision making shall be pursued. Care provided will respect and integrate the patient's beliefs, values, cultural influences and special needs. Care will reflect the VA Medical Center's mission, vision, and values. In addition, the patient's Advanced Directives should be reviewed and honored.
- 4.1.3 The contractor ensures that medical record documentation contains at a minimum or exceeds HCFA/CMS Medicare guidelines, which supports patient care and the VAMC medical cost care recovery initiatives.
- 4.1.4 As requested, the contractor will coordinate monthly reports to the Chief, VA JHQVAMC Surgery Service (also known as Surgical Service), regarding workload and quality assurance data as prescribed in a format approved by the Chief of Staff or designated representative of this facility. The contractor shall continually assess for, and act upon, clinical and administrative improvement opportunities. Performance Improvement/Quality Assurance activities are dynamic and subject to change, as driven by current priorities and resources.
- 4.1.5 Contractor is responsible for ensuring appropriate professional CardioThoracic Attending coverage in the inpatient and Emergency Department settings and for making interdisciplinary rounds within the medical center when VA staff CardioThoracic Attendings are unavailable. The contractor shall be responsible for coordinating evaluation, treatment and overall medical management of eligible Veterans enrolled in these settings. The contracted physician is required to review the Patient Rights

Handbook and follow the standard of care, which includes maintaining patient privacy and confidentially at all times.

- 4.1.6 The VAMC shall inform the contractor of all applicable Sentinel Events or other Patient Safety Alerts by the VAMC. Any action plans that result from a Root Cause Analysis that pertain to contractor's service must be implemented with dissemination to other staff and residents. Every effort shall be made by the contractor 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 breaches of patient safety will be reported to the Chief of Surgery and the Risk Manager via the VAMC Incident Report.
 - 4.1.7 Contractor is responsible for ensuring that documentation of all patient care relating to the CardioThoracic Section is in accordance with The Joint Commission (TJC) hospital standards, HCFA guidelines, and JHQVAMC policies.
- 4.2. **STANDARDS OF PRACTICE:** Contractors shall cover the range of CardioThoracic Physician On Call Services that meet the standards as established by the Joint Commission hospital standards, the Department of Veterans Affairs and any other organization having review authority over operations of CardioThoracic Physician On Call Services of the JHQVAMC, Mountain Home, Tennessee.
- 4.2.1 Performance shall be according to the requirements contained in this PWS and equal to that of the professional standards of the TJC.
- 4.3. **RESIDENT SUPERVISION AND TEACHING:** Approximately 15% of the time.
- 4.3.1. Resident Supervision/Teaching: According to the guidelines dictated by the Residency Review Committee of Accreditation Council for Graduate Medical Education (ACGME), the physician performing the services of the contract will be responsible for supervision of General Surgery residents. Contract Provider shall be responsible for:
 - 4.3.1.1. Academic environment: Provide for an academic environment conducive to the training and professional development for residents in the area of CardioThoracics rotating through the General Surgery Service.
 - 4.3.1.2. Patient care documentation: Contractors shall appropriately document medical records in accordance with VA standards, equivalent to TJC compliance guidelines, standard commercial practice and guidelines established by JHQVAMC. The Contractors shall also perform any administrative duties relative to documentation of resident training and supervision, as required and directed by the VA COS or designated representative.

- 4.3.1.3. Technical Direction and Oversight: Contractors shall provide technical direction to and oversight of residents/fellows consistent with current accreditation guidelines. Ensure on-site resident supervision in accordance with the national VHA Handbook 1400.01, Resident Supervision, dated December 19, 2012. http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2847

4.4. MEDICAL RECORDS

- 4.4.1. Authorities: Contractors 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).
- 4.4.2. HIPAA: This contract 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 contract. Treatment and administrative patient records generated by this contract 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. Contractors 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. Contractors shall deliver all final patient records, correspondence, and notes to the VA within twenty-one (21) calendar days after the contract expiration date.
- 4.4.3. Disclosure: Contractor and Contractors may have access to patient medical records: however, Contractor and Contractors must 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, Contractors and/or Sub-Contractors.

4.4.4. Professional Standards for Documenting Care: Care shall be appropriately documented in medical records in accordance with standard commercial practice and guidelines established by the VAMC.

4.4.4.1. Medical record entries shall be maintained in detail consistent with good medical and professional practices so as to facilitate internal and external peer reviews, medical audits and follow-up treatments. Copies of received medical information shall be authenticated (signed) copies.

4.4.4.2. The quality of medical practice shall meet or exceed reasonable standards of professional practice for the required services in health care as determined by the same authority that governs VAMC medical professionals and will be audited by the Medical Center, Service Line or other processes established for that purpose.

4.4.5. 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 and Contractors to release patient information, the Contractor and Contractors 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 and Contractors shall be responsible for locating and forwarding records not kept at their facility. The VA's Release of Information Section shall provide the Contractor and Contractors 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: James H. Quillen VA Medical Center, Corner of Lamont and Veterans Way, ATTN: Privacy Officer, Mountain Home, TN 37684.

4.5. DIRECT PATIENT CARE: Approximately 80% of the time involved in direct patient care.

4.5.1. Per the Qualification Section of this PWS, the Contractor shall provide the following staff:

4.5.1.1. Board Certified or Board Eligible CardioThoracic Surgeon

4.5.2. Scope Of Care: Contract Physician(s) shall be responsible for providing CardioThoracic Care, including, but not limited to:

4.5.2.1. Contractor Physician(S) shall provide consultative services at the patient's bedside if the patient is not ambulatory and in the Emergency Department setting.

4.5.2.2. Medications: Contractor Physician(S) shall follow all established medication policies and procedures. No sample medications shall be provided to patients.

4.5.2.3. Discharge Education: Contractor Physician(S) shall provide discharge education and follow up instructions that are coordinated with the next care setting for all Neurosurgery clinical or surgical patients.

4.5.3. ADMINISTRATIVE: Approximately 5% of the time not involved in direct patient care.

4.5.3.1. QA/QI Documentation: The Contract Physician (S) shall complete the appropriate QM/PI documentation pertaining to all procedures, complications and outcome of examinations.

4.5.3.2. Patient Safety Compliance and Reporting: Contract Physician (S) shall follow all established patient safety and infection control standards of care. Contract 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 and VA Patient Safety Officer. 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.

4.6. MANDATORY TRAINING AND ADP SECURITY

Contractor's staff will meet all VA Contractor educational requirements.

4.6.1. In performance of official duties, Contractor's staff have regular access to printed and electronic files containing sensitive data, which must be protected under the provisions of the Privacy Act of 1974 (5 U.S.C. 552a), and other applicable laws, Federal Regulations, Veterans Affairs statutes, policies and regulations. Contractor's staff are responsible for (1) protecting that data from unauthorized release or from loss, alteration, or unauthorized deletion and (2) following all applicable regulations and instructions regarding access to computerized files, release of access codes, etc., as set out in a computer access agreement which contract provider(s) signs.

4.6.2. Contractor's staff shall complete required security training and sign a VA Computer Access Agreement prior to having access to the VA computer system. Security Training will be accomplished annually. Contractor's staff shall select training modules for Privacy Training and Information Security Training. Upon completion of the training, please fax training certificates to the Contracting Officer at 615-849-3789.

4.6.3. In addition, if providing medical services, Contractor's staff will attend CPRS training prior to providing any patient care services. Contractor's staff shall document patient care in CPRS to comply with all VA and equivalent Joint Commission standards.

4.6.4. Rules of Behavior for Automated Information Systems: Contractor's staff members having access to VA Information Systems are required to read and sign a Rules of Behavior

statement which outlines rules of behavior related to VA Automated Information Systems. The COR will provide, through the facility ISO, the Rules of Behavior to The Contractor for the respective facility.

4.6.5. VA Compliance Business and Integrity (CBI) Training: Contractor shall provide documented proof to the contracting officer or COR that all Contractor's staff and sub-Contractor Contractors assigned revenue cycle-related work have received their annual CBI Training.

4.6.6. Other Mandatory VA training as required. Contractors will be briefed on all required training by the COR upon reporting to the VAMC medical center. Contractor may invoice for time required to complete mandatory VA training.

4.7. PERFORMANCE STANDARDS, QUALITY ASSURANCE AND QUALITY IMPROVEMENT

4.7.1. Quality Management/Quality Assurance Surveillance: Contractor 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 contract and shall define the methods and frequency of surveillance conducted.

4.7.2. Patient Complaints: The CO will resolve complaints concerning Contractor relations with the Government employees or patients. The CO is final authority on validating complaints. In the event that The Contractor 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.

4.7.3. Performance Standards

4.7.3.1. Measure: Qualifications of Key Personnel

Performance Requirement: All contract physician (s) shall be Board Certified or Board Eligible in accordance with the American Board of Thoracic Surgery.

Standard: All (100%) contract physicians are Board Certified or Board Eligible.

Acceptable Quality Level: 100% No deviations accepted.

Surveillance Method: Random Inspection of qualification documents

Frequency: Quarterly

Incentive: Favorable contractor performance evaluation.

Disincentive: Unfavorable contractor performance evaluation. Removal from contract until such time the contract physician (s) meet qualification standard.

4.7.3.2. Measure: Medical Record Documentation

Performance Requirement: The Contract Physician (s) ensure proper documentation of all on site patient encounters according to VHA standards.

Standard: All (100%) contract physician (s) proper documentation of all on site patient encounters according to VHA standards.

Acceptable Quality Level: 100%

Surveillance Method: Periodic Sampling of CPRS notes

Frequency: Quarterly

Incentive: Favorable contactor performance evaluation.

Disincentive: Unfavorable contractor performance evaluation.

4.7.3.3. 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 contract 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 contract 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: Quarterly

Incentive: Favorable contactor performance evaluation.

Disincentive: Unfavorable contractor performance evaluation.

4.7.3.4. 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 contract physician (s).

Acceptable Quality Level: 100% completions, no deviations.

Surveillance Method: Contractor to provide documented evidence

Frequency: Yearly

Incentive: Favorable contactor performance evaluation.

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

4.7.3.5. Measure: Privacy, Confidentiality and HIPAA

Performance Requirement:

Standard: All (100%) contractor 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: Contractor shall provide evidence of annual training required by VAMC, reports violations per VA Directive 6500.6.

Frequency: Yearly

Incentive: Favorable contactor performance evaluation.

Disincentive: Unfavorable contactor performance evaluation. Immediate removal from contract.

4.7.3.6. Measure: Timely Invoicing

Performance Requirement: Within 20 days of the end of each month services were provided, as described above, the vendor shall provide itemized invoicing.

Standard: All itemized invoices provided within 30 days of end of each month services delivered.

Acceptable Quality Level: 100% compliance; no deviations.

Surveillance Method: Inspection

Frequency: Monthly

Incentive: Favorable contactor performance evaluation.

Disincentive: Unfavorable contactor performance evaluation. Immediate removal from contract.

4.7.4. Quality Improvement: Contractors shall participate in Quality Improvement, and Performance Improvement activities with staff as required by Joint Commission (or equivalent), and directed by Chief of Service or Chief of Staff or designee. The Government may evaluate the quality of professional and administrative services provided, but retains no control over the medical, professional aspects of services rendered (e.g., professional

judgments, diagnosis for specific medical treatment), in accordance with Federal Acquisition Regulation (FAR) 37.401(b). Contract personnel shall be subject to Quality Management measures, such as patient satisfaction surveys, timely completion of medical records, and Peer Reviews.

4.7.5. Methods of Surveillance/Performance Standards: Contractor shall comply with the required standards as outlined in the QASP. The QASP shall be attached to the resultant contract and shall define the methods and frequency of surveillance conducted.

4.7.6. REQUIRED REGISTRATION WITH CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)

4.7.6.1. As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates Contractor past performance on all contracts 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 (FAPIIS). FAPIIS is a web-enabled application accessed via CPARS for Contractor responsibility determination information.

4.7.6.2. Each Contractor whose contract award is estimated to exceed \$150,000 is required to register with CPARS database at the following web address: www.cpars.csd.disa.mil. Help in registering can be obtained by contacting Customer Support Desk @ DSN: 684-1690 or COMM: 207-438-1690. Registration should occur no later than thirty days after contract award, and must be kept current should there be any change to the Contractor's registered representative.

4.7.6.3. 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. Interim reports will be filed each year until the last year of the contract, 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 thirty days to submit any comments and re-assign the report to the VA contracting officer.

4.7.6.4. Failure to have a current registration with the CPARS database, or to re-assign the report to the CO within those thirty days, will result in the Government's

evaluation being placed on file in the database with a statement that the Contractor failed to respond.

5. GOVERNMENT RESPONSIBILITIES

5.1. OVERSIGHT OF SERVICE/PERFORMANCE MONITORING: Contract Administration; After award of contract, all inquiries and correspondence relative to the administration of the contract shall be addressed to:

615-225-5630

The COR for this contract is:
Sabine Sedall, COR, Sabine.Sedall@va.gov
423-979-3580

5.2. CO RESPONSIBILITIES: The Contracting Officer is the only person authorized to approve changes or modify any of the requirements of this contract. 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 contract.

5.2.1. 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 contract price to cover an increase in costs incurred as a result thereof.

5.2.2. 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 the contract staff to be provided by the VA or the contract agency as indicated; replacement of the contract staff and/or renegotiation of the contract terms or termination of the contract.

5.3. COR Responsibilities:

5.3.1. The COR shall be the VA official responsible for verifying contract compliance. After contract award, any incidents of Contractor or Contractor noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.

5.3.2. The COR will be responsible for monitoring the Contractors 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.

5.3.3. The COR will maintain a record-keeping system of services by reviewing the list of providers who have provided services every month. The contractor should provide this on a monthly basis via a call schedule. The COR will review this data monthly when invoices are received and certify all invoices for payment. Any evidence of the Contractor's or Contractor's staff non-compliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.

5.3.4. The COR will review and certify monthly invoices for payment. If in the event the Contractor fails to provide the services in this contract, payments will be adjusted to compensate the Government for the difference.

5.3.5. All contract 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 Contract. 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 contract 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., as identified throughout the PWS and 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
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
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
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6.2. BILLING:

6.2.1. Payments in full/ no billing VA beneficiaries: The Contractor shall accept payment for services rendered under this contract as payment in full. VA beneficiaries shall not under any circumstances be charged nor their insurance companies charged for services rendered by the Contractor, even if VA does not pay for those services. This provision shall survive the termination or ending of the contract. To the extent that the Veteran desires services which are not a VA benefit or covered under the terms of this contract, the Contractor must notify the Veteran that there will be a charge for such service and that the VA will not be responsible for payment. The Contractor shall not bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against, any person or entity other than VA for services provided pursuant to this contract. It shall be considered fraudulent for the Contractor to bill other third party insurance sources (including Medicare) for services rendered to Veteran enrollees under this contract.

6.2.2. Invoice requirements and supporting documentation: Supporting documentation and invoice must be submitted no later than 30 days after month services were performed. 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:

- 6.2.2.1. Name and Address of Contractor
- 6.2.2.2. Invoice Date
- 6.2.2.3. Contract Number and Purchase/Task Order Number
- 6.2.2.4. Dates of Service
- 6.2.2.5. Cardio Thoracic Surgeons’ Hourly & Daily Rate, as applicable
- 6.2.2.6. Quantity of months worked
- 6.2.2.7. Total price

6.2.3. Payment Adjustments: In the event that the Contract provider works a portion of an hour, the government may adjust payments by 15 minute increments. Contract providers shall be responsible for reporting time worked accurately. The Contract provider will be paid for actual hours performed. The contract shall be adjusted at the end of the period of performance (base or option month) in accordance with actual performance.

6.2.4. 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:

- 6.2.4.1. 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.

6.2.4.2. 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>).

6.2.4.3. The Contractor may contact FSC at the phone number or email address listed below with any questions about the e-invoicing program or OB10:

- OB10 e-Invoice Setup Information: 1-877-489-6135
- OB10 e-Invoice email: VA.Registration@ob10.com
- FSC e-Invoice Contact Information: 1-877-353-9791
- FSC e-invoice email: vafscshd@va.gov

6.3. CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

Upon contract award, all key personnel shall be subject to the appropriate type of background investigation or screening per VA/VHA directive 0710 and must receive a favorable adjudication from VHA Service Center Personnel Security Office prior to contract performance. This requirement is applicable to all subcontract personnel. If the investigation or screening is not completed prior to the start date of the contract, the Contractor will be responsible for the actions of those individuals they provide to perform work for VA.

1. Position Risk/Sensitivity – The position risk/sensitivity has been designated as Low Risk
2. Background Investigation/Screening – The background investigation commensurate with the requirements of this contract is minimum background investigation.
3. Contractor Responsibilities
 - a. The Contractor shall submit or have their contract personnel submit the following required forms to the Personnel Security Specialist or VA Contracting Officer, through the COR within five (5) business days of contract award.

Standard Form 85P, Questionnaire for Public Trust Positions

Standard Form 85P-S, Supplemental Questionnaire for Selected Positions

Electronic Fingerprint Verification **or** FD 258, U.S. Department of Justice Fingerprint Applicant Chart.

VA Form 0710, Authority for Release of Information

Optional Form 306, Declaration for Federal Employment provide by VA point of contact.

Optional Form 612, Optional Application for Federal Employment

b. The Contractor, when notified of an unfavorable determination by the Government, shall withdraw the contract person from consideration of working under the contract.

c. Failure to comply with these Contractor personnel security requirements may result in termination of the contract for default.

5. Government Responsibilities

a. The VHA Service Center Personnel Security Office will provide the forms to the contractor or to the contractor's employees after receiving a list of names and all necessary information.

b. Upon receipt, VHA Personnel Security Services will review the completed forms for accuracy and forward these forms to OPM to conduct their portion of the background investigation.

c. The VA facility will pay for investigations conducted by OPM in advance. In these instances, the contractor shall reimburse the VA facility within 30 days.

d. The Personnel Security Specialist will notify the VA Contracting Officer of the adjudicating results of the background investigation.

e. The VA Contracting Officer will ensure that the required investigations have been completed or are in the process of being requested.