

**Statement of Work  
Endoscopy Services  
VA Palo Alto Health Care System**

**Section 1: General Information**

1.1 General: This is a non-personal services contract to provide endoscopy services for the VA Palo Alto Health Care System (VAPAHCS). The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.2 Period of Performance:

Base Year:	March 1, 2017 to February 28, 2018
Option Year #1:	March 1, 2018 to February 28, 2019
Option Year #2:	March 1, 2019 to February 29, 2020
Option Year #3:	March 1, 2020 to February 28, 2021
Option Year #4:	March 1, 2021 to February 28, 2022

1.3 Place of Performance:       VA Palo Alto Health Care System  
  3801 Miranda Ave  
  Palo Alto, CA 93703

1.4 Hours of Operation: Contracting technicians must be available during operating room business hours of 7:00 a.m. to 5:30 p.m. to assist, troubleshoot and provide consultation on all flexible endoscopic video equipment on a case by case basis as needed.

1.5 Type of Contract: The government will award a Firm Fixed Price contract.

1.6 Invoicing: All invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

VA's Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, Tungsten, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://www.tungsten-network.com/US/en/veterans-affairs/> to begin submitting electronic invoices, free of charge.

More information on the VA Financial Services Center is available at <http://www.fsc.va.gov/einvoice.asp>.

**Vendor e-Invoice Set-Up Information:**

Please contact Tungsten at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center for payment processing, free of charge. If you have question about the e-invoicing program or Tungsten, please contact the FSC at the phone number or email address listed below:

- Tungsten e-Invoice Setup Information: 1-877-489-6135
- Tungsten e-Invoice email: [VA.Registration@Tungsten-Network.com](mailto:VA.Registration@Tungsten-Network.com)
- FSC e-Invoice Contact Information: 1-877-353-9791
- FSC e-invoice email: [vafscshd@va.gov](mailto:vafscshd@va.gov)

## **Section 2: Definitions & Acronyms**

### **2.1 Definitions:**

*Contractor.* A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

*Subcontractor.* One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

*Work Day.* The number of hours per day the Contractor provides services in accordance with the contract.

*Work Week.* Monday through Friday, unless specified otherwise.

### **2.2 Acronyms:**

A&MMS	Acquisition and Material Management Service
AORN	Association of periOperative Registered Nurses
CBI	Compliance and Business Integrity
CO	Contracting Officer
COR	Contracting Officer's Representative
HIPAA	Health Insurance Portability and Accountability Act
JC	Joint Commission
OR	Operating Room
OSHA	Occupational Safety and Health Administration
QASP	Quality Assurance Surveillance Plan
VA	Veterans Affairs
VAPAHCS	Veterans Affairs Palo Alto Health Care System

## **Section 3: Government Furnished Property, Equipment, and Services**

### **3.1 The VAPAHCS will furnish the Contractor with the following:**

- A. Office space
- B. Shelving units for instrumentation
- C. Cleaning area with brushes, pipe-cleaners, and syringes
- D. Peel pack, blue-wrap, and tip protector materials
- E. Autoclaves, Steris processors, and Sterrad processors
- F. Tapes, Indicators, and other related material

#### **Section 4: Contractor Furnished Items and Services**

4.1 The Contractor shall provide all equipment, supplies, management, supervision, personnel, and transportation except as specified herein as government-furnished, necessary to assure that all services are in accordance with the contract and all applicable laws and regulations. The contractor shall ensure all work meets performance standards specified in this Performance Work Statement (PWS) and referenced documents.

#### **Section 5: Specific Tasks**

5.1 The Contractor shall provide all instruments (imaging and scopes) for Endoscopic surgery cases available for each procedure. All instruments shall remain the property of the Contractor.

5.2 The Contractor shall manage the upkeep of their instruments, which includes all cleaning, repair, sharpening, and replacement when necessary.

5.3 All work performed under this contract will be charged at the prices established in the Price Schedule.

5.4 The Contractor shall provide trained technicians to assist preoperatively with room setup, intra-operatively with verbal technical assistance with instruments and video equipment, and post-operatively with breakdown of equipment.

5.5 The Contractor shall furnish not to exceed three (3) qualified Endoscope Specialists and/or Manager to VAPAHCS to perform the following:

- A. On-site personnel to assist during regular business hours from 7:00 a.m. to 5:30 p.m. Monday-Friday excluding Federal Holidays during all laparoscopic, arthroscopic, endoscopic, sinus/ENT, and urology procedures performed.
- B. Standardization of instrumentation trays used in laparoscopic, arthroscopic, endoscopic sinus/ENT and urology procedures performed.
- C. Purchase, maintain, repair, and replace instrumentation and specialty equipment, including video components, for use in laparoscopic, arthroscopic, endoscopic, sinus and urology procedures performed.
- D. Troubleshoot video equipment (monitor, camera, light source, printer, DVD player, etc.), light cords, rigid, semi-rigid, and flexible scopes, and all related components for all laparoscopic, arthroscopic, endoscopic, sinus, and urology procedures.

5.6 The Contractor will purchase, maintain, repair, replace, and oversee total capital and video equipment for the use in all laparoscopic, arthroscopic, endoscopic, sinus/ENT, and urology procedures.

5.7 The Contractor shall supply pre-operative, intra-operative, and post-operative technical assistance to physicians, scrub personnel, as well as Operating Room (OR) Nurses to coordinate cost effective measures in all laparoscopic, arthroscopic, endoscopic, sinus, and urology procedures.

5.8 The Contractor personnel shall manage and oversee pre-operative sterilization and processing, intra-operative troubleshooting and maintenance, as well as post-operative cleaning and repair management of

all video-towers, components, and systems used for laparoscopic, arthroscopic, endoscopic sinus and urology procedures.

5.9 The Contractor shall prepare and present Cost Analysis documentation to Or Administration as well as Acquisition and Material Management Service (A&MMS) personnel twice a year, every year of the contract term.

5.10 The Contractor shall adhere to and follows all applicable Occupational Safety and Health Administration (OSHA), Joint Commission (JC), Association of periOperative Registered Nurses (A.O.R.N.), and Health Insurance Portability and Accountability Act (HIPAA) protocols, standards, and policies mandated for all healthcare personnel that function either directly or indirectly with patient care within the Operating Room environment.

5.11 The Contractor shall conduct account surveys to collect data measuring the success of services provided, which are made available twice a year.

5.12 The contractor shall supply a copy of each and every invoice generated after all laparoscopic, arthroscopic, endoscopic sinus, and urology procedure performed for evaluation and/or necessary signatures.

5.13 HIPAA Compliance: Under HIPAA Privacy and Security Rules, the Contractor providing services under this contract is considered to be a "covered entity," and thus is not required to enter into a Business Associate Agreement with VA. However, the Contractor must observe Public Law 104-191 and all respective regulations implementing this law while providing services under this contract.

#### **5.14 Personnel Qualifications**

- A. The Contractor personnel shall be trained through a minimum six week intensive process where classroom and in-field training cover the following:
  - 1) Anatomy, Physiology, and Medical Terminology
  - 2) Surgical procedures and instrumentation (all specialty areas)
  - 3) Cleaning, sterilization processes, and peel packing
  - 4) Video systems management and troubleshooting
  - 5) Operating room protocols, techniques and standards
- B. The Contractor personnel shall have continuing education and clinical training on routine OR competencies and practical modules ensuring compliance where the following areas are covered:
  - 1) Laparoscopy (Gastric surgery, Lap Chole, Lap Hernia, lap Colin etc.)
  - 2) Arthroscopy (Knee, Shoulder, Wrist, Ankle, etc.)
  - 3) Thoracoscopy (Pleural Effusion, Lobectomy, esophageal etc.)
  - 4) Endoscopy Sinus (Rhinoplasty, Polypectomy, etc.)
  - 5) Urology (TUR, Kidney and Bladder Examination, etc.)
  - 6) Gynecological procedures (hysterectomy, tubal and ovary surgeries,
  - 7) Hospital Video Systems
  - 8) Sterilization Processing (Blue-Wrapping, Peel Packing, Tapes, Indicators, Parameters, Documentation, etc.)
- C. The Contractor personnel must attend the Operating Rooms morning communication briefing (daily).

- D. The Contractor personnel must be available during operating room business hours to assist, troubleshoot and provide consultation on all flexible endoscopic video equipment on a case by case basis as needed.
- E. The Contractor shall supply a copy of all related personnel documentation showing compliance with all immunizations, competencies, and governing body policies, protocols, and practices mandated for all personnel that function within the Operating Room environment.
- F. Compliance and Business Integrity (CBI) Training:
  - 1) Awareness Training: Contractor employees shall complete initial compliance awareness training within thirty (30) days of commencing work under this contract as well as complete annual compliance awareness refresher training. At the minimum, CBI awareness training will include the following topics:
    - a) The revenue cycle
    - b) Seven elements of an effective compliance program
    - c) Definition of high risk areas
    - d) Definition of a compliance concerns and how to address a compliance concern.
  - 2) This requirement can be fulfilled by completing the training module available via the following Internet site: <http://www.visn21.va.gov/CBI.asp>.
  - 3) The Contractor personnel must submit proof of awareness training completed to the Contracting Officer's Representative (COR) for this contract. The COR will retain proof of training in accordance with applicable Records Control Schedule.
- G. Remedial Training: When notified, contract employees shall complete remedial training and education to address any detected compliance exceptions.

## **Section 6: Attachments**

Attachment #1 Contractor Personnel Security Requirements

Attachment #2 Price Schedule