

PERFORMANCE WORK STATEMENT

READJUSTMENT COUNSELING SERVICES

1. GENERAL

1.1. DESCRIPTION OF SERVICES

The Contractor shall provide Readjustment Counseling Services to eligible Veterans referred by Vet Center staff members or professional staff members of VA Psychiatry, Social Work, Psychology, or Nursing Services to San Francisco VA Medical Center (SFVAMC).

1.2. PLACE OF PERFORMANCE

Services shall be provided at the Contractor's place of business located Crescent City, CA 96093

1.3. AUTHORITY

38 U.S.C. 1712A -- Eligibility for Readjustment Counseling

1.4. POLICY/HANDBOOKS

1.4.1. VHA Handbook 1500.01, Readjustment Counseling Services

http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2288

1.4.2. VHA Handbook 1907.01, Health Information Management and Health Records

http://www.va.gov/vhapublicaiton/Viewpublication.asp?pub_ID=3025

1.4.3. VHA Handbook 6500.6, Contract Security

http://www.va.gov/vapubs/viewPublication.asp?Pub_ID=471&FType=2

1.5. DEFINITIONS/ACRONYMS

1.5.1.	CO	Contracting Officer
1.5.2.	COR	Contracting Officer Representative
1.5.3.	CPRS	Computerized Patient Record System
1.5.4.	DVA	Department of Veterans Affairs
1.5.5.	HIPPA	Health Insurance Portability and Accountability Act
1.5.6.	HHS	Health and Human Services
1.5.7.	NPI	National Provider Identifier
1.5.8.	Non-Contract Provider	Any person, organization, agency, or entity that is not direct or indirectly employed by the Contractor or any of its Subcontracts
1.5.9.	OIG	Office of Inspector General
1.5.10.	POP	Period of Performance
1.5.11.	PTSD	Post-Traumatic Stress Disorder
1.5.12.	PWS	Performance Work Statement
1.5.13.	QASP	Quality Assurance Surveillance Plan
1.5.14.	RCS	Readjustment Counseling Services
1.5.15.	VA	Veterans Affairs
1.5.16.	VANCHCS	Veterans Affairs Northern Central Health Care System
1.5.17.	VHA	Veterans Health Administration
1.5.18.	VISTA	Veteran Integrated System Technology

2. QUALIFICATIONS

2.1. STAFF

2.1.1. Licensing

Contractor to perform the services covered by this contract shall have a current license to practice medicine in any State, territory, or Commonwealth of the United States or the District of Columbia. All licenses held by the personnel working on this contract shall be full and unrestricted licenses. Contract staff 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 contract.

2.1.2. Technical Proficiency

Contractor 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 contract staff. The counselors are not required to be Advanced Cardiac Life Support (ALCS) and Basic Life Support (BLS).

2.1.3. Conflict of Interest

Contractor shall be responsible for identifying and communicating to the CO and COR any conflicts of interest and/or potential conflicts of interest during the entirety of contract performance.

2.1.3.1. Contractor must disclose 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. Contractor must disclose the same information for any identified consultants or subcontractors who shall provide services.

2.1.3.2. Contractor must be able to demonstrate management capability, system or established plan to avoid or mitigate any actual or potential organizational conflicts of interest.

2.1.4. Citizenship related Requirements

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.

2.1.4.1. 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.

2.1.4.2. If the Contractor fails to comply with any requirements outlined in the proceeding 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 contract for breach.

2.1.4.3. 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.

2.1.5. 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.

2.1.5.1. 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 contract Contractor (s) is 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.

2.1.5.2. To ensure that the individuals providing services under the contract have not engaged in fraud or abuse regarding Sections 1128 and 1128A of the Social Security Act regarding federal health care programs, the Contractor is required to check the Health and Human Services – Office of Inspector General (HHS/OIG), List of Excluded Individuals/Entities on the OIG Website (www.hhs.gov/oig) for each person providing services under this contract. The Contractor is required to certify in its proposal that all persons listed in the Contractor’s proposal have been compared against the OIG list and NOT listed. During the performance of this contract the Contractor is prohibited from using any individual or business listed on the List of Excluded Individuals/Entities.

2.1.5.3. 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. TECHNICAL DIRECTION

2.2.1. PROCEDURE FOR SERVICE INITIATION

Service initiation under this contract will be limited to referral only by Vet Center personnel, RCS Regional Managers and/or Chief of Staff or designee at a VA Medical facility. The number, type, and frequency of readjustment counseling services provided to the Veteran and/or significant others (i.e., members of the Veteran's immediate family, legal guardian, or individual with whom the Veteran lives or certifies an intention to live with) will be as specifically authorized by the Vet Center COR.

2.2.2. ELIGIBILITY FOR SERVICES

Contractor shall be responsible for verification of eligibility for services prior to acceptance of referral. Eligible beneficiaries are defined at 38 U.S.C. 1712A, Eligibility for Readjustment Counseling Services.

2.2.2.1. The determination of eligibility, completion of psychosocial assessment, and determining the need for readjustment counseling services, an authorization for continued services will be made by completion of Contract Services Authorization Form (VAF 10-5565b). Copy one (1) will be mailed or given to the Veteran or significant other – who will present it to the designated contract service provider. Copy two-(2) will be mailed to the designated contract service provider. Copy three-(3) will be maintained on file at the Vet Center.

2.2.3. AVAILABILITY AND ACCESSIBILITY OF SERVICES

The Contractor shall make services, service locations, and service sites available and accessible in terms of timeliness, amount, duration, and personnel sufficient to provide the covered services. The Contractor is to provide all services required by this contract on a non-discriminatory basis to VA beneficiaries in a manner, similar to and within the same time availability, in which the Contractor provides these services to any other individual unless otherwise required by VA regulations or this contract. Changes of any of these aspects of the service must have prior approval of the Contracting Officer.

2.2.4. GEOGRAPHICAL LOCATION OF ELIGIBLE SERVICE PROVIDERS/VA OBLIGATION

Contractors shall be physically located in the county in which they will provide service or within close proximity of the county or counties, which they will service. VA will only make referrals to Contractors under this contract for circumstances where the VA or other Government facilities are not capable of furnishing needed services or cannot do so economically because of geographical distances.

2.2.5. ACKNOWLEDGMENT OF SERVICES

At the time services are rendered, the Contractor will secure a signed acknowledgment of services from each client for each visit that is billed to the VA. The Contractor will list the name of the client, name of counselor and professional degree, date of service, length of treatment, treatment modality, and client's signature, and the client will sign this record, with his/her signature serving as verification of receipt of the services as listed.

2.2.6. REIMBURSEMENT AND LIMITATIONS ON SERVICE

The Contractor shall bill at the accepted per-session rate for services to be rendered. Remuneration will be based on the number of visits multiplied by the per-session rate. A counseling session must last a minimum of 45 minutes and will be deemed a single visit. Longer visits will be deemed a single visit regardless of length. All fees presented in proposals, and included in contracts, must be within the customary, usual, and reasonable range of fees as charged by the same professional discipline for the same services charged in the area where services will be provided. The Contracting Officer will determine the applicable prevailing fee ranges, from standard sources within the community; e.g., professional societies, being assisted in this determination by the COR.

2.2.6.1. Group counseling will be at least 90 minutes in length or may last longer; individual, family, and couples counseling will be at least 45 minutes in length or may last longer with the Veteran and/or significant others, and will be deemed a single visit (regardless of length). Group sessions will be reimbursed at the accepted rate on a per-session per Veteran basis. Groups to which Veterans are referred must include a minimum of 50% Vietnam Theater and/or post-Vietnam war zone Veterans. The VA Referring Official may grant exceptions to the requirement of 50% Vietnam Theater and/or post-Vietnam war zone Veteran composition of groups to which Veterans are referred if deemed clinically appropriate.

2.2.6.2. The Contractor is authorized to provide only those services specified on VA referral forms (VAF 10-5565b). Under this contract, an individual Veteran will be authorized no more than one visit per week, per case, whether the visit is with a Veteran or a significant other (i.e., members of the Veteran's immediate family, legal guardian, or individual with whom the Veteran lives or certifies an intention to live). Visits twice or more per week may be permitted in exceptional cases when authorized by the COR on the basis of appropriate clinical assessment. The VA reserves the right to modify the treatment plan submitted by the Contractor.

2.2.6.3. Reimbursement will be for in-person counseling sessions (e.g., face-to-face). Reimbursement is not authorized, for example, for telephone calls with the Veteran or significant others, or for consultation between the contract counselor and other individuals. Exceptions to this requirement must be approved by the COR (e.g., crisis intervention). It is understood that payments made by the VA under this contract will constitute the total cost of Readjustment Counseling Services. The Contractor agrees that no additional charges will be billed to the beneficiary or his family, either by the Contractor or any third party furnishing required services, unless and until specific prior authorization in writing is obtained from the VA referrer that authorized the provision of services.

2.2.6.4. Reimbursement will not be authorized for more than one counselor per session. For example, if both a Psychologist and a Social Worker are present at a session, reimbursement of only one rate will be allowable. The billing rate for a session of this type may not exceed the rate established under the contract.

2.2.7. CONTRACT SERVICES MONITORING

Regular evaluations of the technical compliance with the terms of the contract and the level and types of contact services provided to Veterans and significant others will be conducted. These may take the form under the resultant contract:

2.2.7.1. Self-evaluations performed by the contract provider, (e.g., quality assurance activities).

2.2.7.2. Representatives of VA and other Government agencies are authorized to visit the premises of services Contractors during business hours for purposes of evaluation and auditing, which may include inspection of clinical records.

2.3. NON PERSONAL SERVICES

Personal services are prohibited under this contract.

2.3.1. No Employee status

The Contractor shall be responsible for protecting Contract 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:

2.3.1.1. Worker's compensation

2.3.1.2. Professional liability insurance

2.3.1.3. Health examinations

2.3.1.4. Income tax withholding, and

2.3.1.5. Social security payments.

2.3.2. Tort Liability

The Federal Tort Claims Act does not cover Contractor or contract provider (s). When a Contractor or contract staff 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 (or contract staff action or non-action shall be the responsibility of the Contractor and/or insurance carrier.

2.3.3. Inherent Government Functions

Contractor shall not perform inherently governmental functions. This includes, but is not limited to, determination of 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.

2.3.3.1. Contractor shall submit a listing of proposed key personnel performing technical delivery of services in the following format:

Provider:_____Title/Rank:_____.

2.3.3.2. Curriculum Vitae and qualification documents of key personnel shall be submitted to the COR and maintained in the COR files.

2.3.4. Contingency Plan

Because continuity of care is an essential part of SFVAMCS's medical services, the Contractor shall have a contingency plan in place to be utilized if the contract physician (s) leaves Contractor's employment or is unable to continue performance in accordance with the terms and conditions of the resulting contract.

2.3.5. Refusal/Dismissal

SFVAMC reserves the right to refuse or dismiss contract personnel whose personal or professional conduct jeopardizes patient care or the regular and ordinary operation of the facility. Reasons for refusal or dismissal include, but are not limited to, unsatisfactory performance prior to and/or during the term of the contract, failure to receive favorable adjudication during a VA background investigation, failure to satisfy the requirements of the contract, physical or verbal abuse to patients, staff, or visitors, intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, ethical misconduct, conduct resulting in formal complaints by patients or other staff members, and any other valid reason considered objectionable.

2.4. KEY PERSONNEL

The Contractor shall be responsible for ensuring that key personnel providing services under this contract are fully trained and completely competent to perform the required services. The assignment and performance of all key personnel must be acceptable to VA. VA reserves the right to request substitute personnel in order to meet the needs of the service and/or patient population group.

2.4.1. 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 fourteen (14) Calendar days after the occurrence of any of the aforementioned events and provide the information required below.

2.4.2. Information required by paragraph 2.4.4.2. below. After the initial 90-day period of the contract, the Contractor shall submit the information required by paragraph 2.4.4.2. below to the CO at least fourteen (14) calendar days prior to making any permanent substitutions.

2.4.3. The Contractor shall make NO substitutions of key personnel without prior processing of the substitution through the credentialing and privileging process. To allow for temporary and/or emergency substitutions, the Contractor must always have multiple persons credentialed and privileged at VA.

2.5. EMERGENCY SUBSTITUTIONS

2.5.1. For temporary and/or emergency 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

substitution for the key person. This substitute shall have comparable qualifications and faculty rank to the key person.

2.5.2. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitution, complete resumes for the proposed substitute(s), an itemized cost breakdown supporting any change in price due to the proposed substitution, and any additional information requested by the CO. Proposed substitutes shall have comparable qualification and faculty rank to those of the persons being replaced. The CO will notify the Contractor within fourteen (14) 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 and changes in price, if any.

2.5.3. If a contract staff is not credentialed and privileged or has credentials/privileges suspended or revoked, the Contractor shall furnish as acceptable substitute without any additional cost to the government.

3. HOURS OF OPERATION

3.1. BUSINESS HOURS

3.1.1. DVA

8:00AM – 4:30 PM

Monday through Friday (excluding weekends and Federal holidays)

3.1.2. CONTRACTOR

8:00AM – NOON

1:00PM – 5:00PM

Monday through Friday (excluding weekends and Federal holidays)

3.1.3. FEDERAL HOLIDAYS

Federal law (5 U.S.C. 6103) establishes the following public holidays for Federal employees.

New Year's Day

Birthday of Martin Luther King, Jr.

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

3.1.4. Contractors shall not be required to furnish services on holidays unless prior approval is Obtained from the Contracting Officer.

3.1.5. EMERGENCY COVERAGE

Contractor should have availability for emergency telephone calls twenty-four hours a day seven days a week. Contractor shall not be required to provide off- hour coverage.

3.1.6. Cancellation Policy

Unless a state of emergency has been declared or clinics are cancelled by DVA, the contractor shall be responsible for providing services.

4. CONTRACTOR RESPONSIBILITIES

4.1. SERVICES REQUIRED

Contractor shall provide all labor, materials, equipment, and suitable facilities necessary to perform Readjustment Counseling Services.

4.2. READJUSTMENT COUNSELING DUTIES

Psychologists and social workers will perform a full range of counseling services and consultations for Veterans. The following is a list of duties:

- 4.2.1. Provide readjustment counseling.
- 4.2.2. Assessment and treatment of Veterans.
- 4.2.3. Maintain updated and current paperwork requirements for all clients.
- 4.2.4. For the purpose of this contract, San Francisco VA Medical Center.

4.3. ADMINISTRATIVE REQUIREMENTS

- 4.3.1. The DVA referrer will define the exact counseling record information to be included by the Contractor upon each Veteran's counseling session(s).
- 4.3.2. Verification form: At the completion of each counseling session or group therapy, the Contractor shall document the name of the Veteran or client, as well as the length, date, and specific modality of the session. The Veterans or client will sign this document. This form shall be sent to the COR for processing. The Verification form is to be completed for each Veteran and attached to the monthly invoice submitted per contract requirements. The Contractor shall secure a signed acknowledgement of services from each Veteran or client and for each visit on the invoice.
- 4.3.3. The Contractor shall provide only those services identified on the DVA referral form.
- 4.3.4. Client numbers and records for significant others shall be maintained in the name of the Veteran, but counseling case notes/progress notes on visits by significant others shall be maintained as discrete and separate from the Veteran's notes for continuity of notation. These records shall be easily extracted if a request for the Veteran's counseling record is made.
- 4.3.5. The Contractor shall maintain accurate and complete counseling records, which comply with the confidentiality of Public Laws 93-282, 93579 and the Privacy Act of 1974. The Contractor shall ensure the physical security of records, reports, or other private information of Veterans and clients expect with the Veterans or Client's written consent.

4.4. TECHNICAL REQUIREMENTS

- 4.4.1. Referrals and ongoing assessment of counseling cases will be managed by the Contractor so as to ensure the availability of services to the largest number of Veterans within the limits of available resources.

4.4.2. Contractor shall provide brief therapy will be provided whenever clinically feasible to facilitate serving the larger number of eligible Veterans. Combat Veterans exposed to war zone stress will be considered the highest priority recipients for contract readjustment counseling.

4.4.3. Group counseling will be encouraged whenever clinically or logistically feasible as this method is clinically indicated and cost effective. The composition of such groups must include at least 50 percent war zone Veterans for a Contractor to be reimbursed for the group counseling session. The DVA referrer when clinically indicated may grant exceptions to this.

4.4.4. In accordance with this contract, the Professional Services Letter IL-11-82-26, and VA Form 10-5565b, the Contractor shall be required to perform the subsequent tasks:

4.4.5. All initial referrals to the Contractor will be for up to three (3) visits for clinical assessment and brief counseling. The DVA referrer will specify on VA Form 10-5565b, the number of visits (1-3) and the type of counseling, individual, group, etc.

4.4.6. The Contractor shall schedule the initial Veteran Counseling Session (visit) within five (5) working days from the date the Veteran was first referred. A visit shall last a minimum of forty-five (45) minutes. A group counseling visit will last a minimum of ninety (90) minutes.

4.4.7. If additional visits are required upon completion of the three (3) initial visits, the DVA referrer will obtain from the Contractor a counseling plan documenting the need for continuing readjustment counseling.

4.4.8. After reviewing the plan, the DVA referrer may authorize the Veteran for up to a block of fifteen (15) additional visits. Subsequent re-authorizations are established for a definite period of up to fifteen (15) visits and case counseling plans are subject to evaluation prior to further authorization. Effective case management of case progress, and available funding, require the VA referrer specifies on the VA Form 10-5565b a time period within which authorized visits must be delivered. For example, a Veteran may be authorized fifteen (15) sessions to be used within two-quarter (three months) period. If the Veteran does not use all the sessions, during the specified time, the case may be reviewed and re-authorized for additional visits at the beginning of the next quarter.

4.4.9. The counseling plan may be presented to the referrer orally, not later than the completion of the third initial visit, but shall be followed with a written copy and will be documented in the Veteran's record by the referrer. The DVA reserves the right to modify the treatment plan submitted by the Contractor. The plans must be submitted to the referrer in a timely manner to ensure there is no disruption in the counseling.

4.4.10. A "Significant Other" as defined as a member of the Veteran's immediate family, legal guardian or an individual with whom the Veteran lives or certifies an intention to live, may be seen co-jointly with a Veteran in couple or family counseling by the Contractor as authorized. This will be limited to counseling for problems, which have a direct relationship to the Veteran's readjustment from military duty. For family or couple counseling, billing and reimbursement will be at the price as specified in the Schedule of Items.

4.4.11. The eligibility for readjustment counseling through a Contractor is limited to one (1) year from the time of the Veteran's first visit. This is based upon etiology and longitudinal course of war related readjustment difficulties to include Post-Traumatic Stress Disorder (PTSD) and Department of Veterans Affairs (DVA) experience which reveals that most Veterans complete

readjustment counseling within one (1) year. This time limit will not be implemented in an arbitrary manner nor will it be implied in isolation from other indicators for clinical case progress.

4.4.12. Authorizations beyond one (1) year will be short-term extensions designed to facilitate completing services or appropriate referral, in most cases.

4.4.13. If longer authorized term extensions are necessary, the following procedures shall be followed:

4.4.13.1. The Vet Center Team Leader and/or COR will interview the Veteran, in person or by telephone, to conduct an updated, comprehensive psychosocial assessment to ensure continuing clinical need for readjust counseling.

4.4.13.2. If Readjustment counseling is clinically indicated beyond one (1) year, the Vet Center Team Leader and/or COR will consult with the Assistant Regional Manager for Contract Services (RCS) Regional Manager or designee and documented in the Veteran's clinical record.

4.4.13.3. If a Veteran, currently receiving services from a previous Contractor, resides in closer proximity to a recently awarded Contractor, the Veteran may be transferred to the new Contractor in order to continue uninterrupted counseling from the most convenient Contractor.

4.5. STANDARDS OF CARE

Contractor shall perform the required services under this contract in strict adherence to DVA policy, SFVAMC operating procedures, and Joint Commission standards.

4.6. CONTRACTOR FACILITY

Contractor shall be prohibited from providing services in buildings, surroundings, or under any working conditions provided or controlled by the Contractor, which are deemed unsanitary or hazardous, or otherwise dangerous to the health and safety of Contractor employees or VA beneficiaries. The minimum standards for the facilities furnishing care under this contract shall be those listed in the latest edition of 42 CFR (Code of Federal Regulations) and the Life Safety Code (NFPA 101).

4.7. MEDICAL RECORDS

4.7.1. 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).

4.7.2. 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.

4.7.2.1. Any 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. 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 contract expiration date.

4.7.3. Disclosure

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.

4.7.4. 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 VANCHCS.

4.7.5. 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:

4.7.6. Document Records

Contractor must have adequate administrative staff resources and experience to maintain accurate and complete counseling records, including VA authorization forms, number of visits, bills rendered and payments received. All records should be of such as to satisfy administrative and quality assurance audits.

4.7.6.1. Contractors will maintain counseling records, which comply with the Privacy Act and are accurate, complete and in compliance with professional standards for clinical record keeping. In addition, the contract provider must provide in writing an initial comprehensive psychosocial assessment and counseling plan to the referrer no later than the completion of three initial visits and an updated counseling plan at the completion of each unit authorized visits thereafter. At the indicated intervals, this counseling plan will be required in order for further units of service to be authorized. Determination of adequacy of counseling plans will be based on the professional judgment of the COR in each case.

4.7.6.2. Counseling records are considered the property of the VA. Contractor's clinical records on clients who are receiving or who have received services under a Readjustment Counseling Service contract are property of the Department of Veterans Affairs. When a client has been terminated from counseling or the contract has been terminated and a contract provider has completed all veterans cases, the following instructions apply to the disposition of all veteran client records:

4.7.6.3. Contractors providing services may maintain client records for up to one (1) year after the last authorized visit to ensure continuity of care for clients who tend to drop-in and dropout of treatment.

4.7.6.4. Those Contractors whose contract expired or terminated will forward completed client records to the originating Vet Center.

4.7.6.5. Transfer of these records to the VA does not require client permission. This VA property was maintained by the Contractor for the VA, to assist in the VA's provision of professional treatment for the client.

4.7.6.6. Destruction of counseling records shall not be authorized under any circumstances.

4.7.6.7. VA shall have unrestricted access to the records generated by the Contractor pursuant to this contract.

4.8. COMPUTERIZED PATIENT RECORD SYSTEM (CPRS)

Contract personnel are not authorized to enter patient care information into CPRS.

4.9. QUALITY ASSURANCE AND CONTRACT PERFORMANCE MONITORING

4.9.1. In accordance with VA regulations, a record-keeping system will be established and maintained by the COR to ensure contract compliance.

4.9.2. Upon verification of services, payment will be authorized by the COR.

4.9.3. The services specified herein may be changed by mutual written agreement of the parties in accordance with the terms and conditions set forth herein.

4.10. CONTRACT SERVICES MONITORING

4.10.1. Regular evaluations of the technical compliance with the terms of the contract and the level and types of contract services provided to Veterans and significant others will be conducted. These may take the form of any of the following:

4.10.2. Self-evaluations performed by the contract provider, (e.g., quality assurance activities).

4.10.3. Representatives of VA and other Government agencies are authorized to visit the premises of service Contractors during business hours for purpose of evaluation and auditing, which may include inspection of clinical records.

4.11. SITE VISIT PROCEDURES

There will be authorized on-site inspection of contract provider facilities on an annual basis. Contractor will respond to any clinical concerns or problems that develop during the term of the contract. Inspections are held for the purposes of monitoring, reviewing, administrative and clinical procedures with a Contractor, and coordinating any procedural difficulties arising from the relationship of the contract provider with relevant VA staff. Comprehensive site visit reports covering areas of administrative and clinical operations will be prepared on each visit. The contract provider will be responsible for responding to any clinical and/or administrative problems and/or deficiencies arising from the findings of these reports.

4.12. CONTRACTOR PERSONNEL SECURITY REQUIREMENT – INFORMATION SYSTEMS ACCESS

4.12.1. All Contractor and employees assigned by the Contractor will not have access to VA computer systems.

4.12.2. In order to conduct a background investigation the Contractor shall submit or have their contract personnel submit the following required forms to the Contracting Officer Representative (COR). The COR will arrange a time for contract personnel to complete fingerprint verification.

4.12.3. Standard Form 85, Questionnaire for Non-Sensitive Positions.

4.12.4. Electronic Fingerprint Verification OR FD 258, U.S. Department of Justice Fingerprint Applicant Chart.

4.13. ACCESS TO AND SAFEGUARD OF VA INFORMATION/COMPUTER SYSTEM

4.13.1. VA will not provide Contractor with access to VISTA (formerly referred to as DHCP) and/or other general files maintained on VA computer systems.

4.13.2. Contractor shall make its internal policies and practices regarding the safeguarding of medical and/or electronic information available to VA, and any other Federal agencies with enforcement authority over the maintenance and safeguard of such records, upon request.

4.13.3. Any changes in the laws, regulations, or VA/VHA policies or procedures governing the information covered by this section of the contract, during the term of this contract, shall be deemed to be incorporated into this contract.

5. GOVERNMENT RESPONSIBILITIES

The government may evaluate the quality of professional and administrative services provided, but retains to control over the medical, professional aspects of services rendered (e.g., professional judgments, diagnosis for specific medical treatment).

5.1.1. SFVAMC RESPONSIBILITIES

5.1.2. The Contracting Officer will designate a VA employee as the COR. The COR will be responsible for overseeing and directing the services to be performed by under this agreement.

5.1.3. 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).

5.1.4. Oversight of Service/Performance Monitoring (contract administration if not already listed in another are – i.e. in Section B).

6. SPECIAL CONTRACT REQUIREMENTS

6.1. Invoicing

Contractor shall provide monthly invoicing to the government within 10 days of the end of each month for when services were provided. Subsequent changes or corrections shall be submitted by separate invoice. In addition to information required for submission of a “proper” invoice in accordance with VAAR 852.232-72 **Electronic submission of payment requests**, and shall include the following at a minimum:

- 6.1.1. Name and Address of Contractor
- 6.1.2. Invoice Date and Invoice Number
- 6.1.3. Contract Number and Purchase/Task Order Number
- 6.1.4. Date of Service
- 6.1.5. Name of Contractor’s employee
- 6.1.6. Hourly Rate
- 6.1.7. Quantity of hours worked
- 6.1.8. Total price

6.1.9. Invoices rendered by the Contractor to RCS for service furnished under this agreement will be invoiced in full for each month in which services were performed. No advance payments will be authorized.

6.1.10. Invoices submitted must show the total number of individual and group sessions. Client signature pages must be submitted for actual sessions worked by the psychologist/social worker.

6.2. 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.

6.3. Vendor e-Invoice Set-Up Information

Submit your electronic invoices to the VA Financial Services Center for payment processing via the OB-10 system <http://ob10.com/us/en/veterans-affairs-us/>, free of charge.

If you have question about the e-invoicing program or OB10, please contact the FSC at the phone number or email address listed below:

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

6.4. No Direct Billing of VA beneficiaries

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.

6.4.1. To the extent that the Veteran desires services which are not a VA benefit or covered under the terms of this contract, the Contractor shall be required to notify the Veteran that there will be a charge for such service and that the VA will not be responsible for payment.

6.4.2. 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 VA beneficiaries under this contract.

6.4.3. Contractor shall provide monthly invoicing to the government within 10 days of the end of each month for when services were provided.

6.4.4. Payment is due within 30 business days upon receipt of a valid Clean Claim. A Clean Claim means a claim in which the information in the possession of SFVAMC reasonably indicated that (i) the claim is for authorized and Covered Services provided; (ii) the claim has no material defect or impropriety; (iii) there is no dispute regarding the amount claimed; and (iv) SFVAMC has no reasonable reason to believe that the claim was submitted fraudulently.

-End of this Section-