

Performance Work Statement for Onsite Interventional Radiology Physician Services

1. GENERAL:

- 1.1. Services Provided: The Contractor shall provide 2 Board Certified (Board eligible will be considered) General Radiologists and 1 Board Certified (Board eligible will be considered) Nuclear Medicine Radiologist on site in accordance with the specifications contained herein to beneficiaries of the Department of Veterans Affairs (VA) and the Corporal Michael J. Crescenz VAMC. The VA Radiology Services are accredited by ACR and follow the standards & guidelines set forth by American College of Radiology (ACR). A contractor providing onsite interventional radiologist services shall provide services that meet or exceed the American College of Radiology Guidelines <http://www.acr.org/Quality-Safety/Standards-Guidelines/Practice-Guidelines-by-Modality/Interventional>
- 1.2. Place of Performance - Contractor shall furnish services at the Corporal Michael J. Crescenz VAMC, 3900 Woodland Ave., Phila., PA 19104.
- 1.3. Authority: Title 38 USC 8153, Health Care Resources (HCR) sharing Authority.
- 1.4. Policy/Handbooks - the contractor shall be subject to the following policies, including any subsequent updates during the period of performance:
 - 1.4.1. - VA Directive 1663: Health Care Resources Contracting - Buying
http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=347
 - 1.4.2. VHA Directive 2006-041 "Veterans' Health Care Service Standards" (expired but still in effect pending revision)
https://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1443
 - 1.4.3. - VHA Handbook 1100.17: National Practitioner Data Bank Reports -
http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2135
 - 1.4.4. - VHA Handbook 1100.18 Reporting And Responding To State Licensing Boards -
http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1364
 - 1.4.5. - VHA Handbook 1100.19 Credentialing and Privileging -
http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2910
 - 1.4.6. VHA Handbook 1907.01 Health Information Management and Health Records:
http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2791
 - 1.4.7. - Privacy Act of 1974 (5 U.S.C. 552a) as amended
http://www.justice.gov/oip/foia_updates/Vol_XVII_4/page2.htm
- 1.5. Definitions/Acronyms- Terms used in this contract shall be interpreted as follows unless the context expressly requires a different construction and/or interpretation. In case of a conflict in language between the Definitions and other sections of this contract, the language in this section shall govern.
 - 1.5.1. ACEP: American College of Emergency Physicians
 - 1.5.2. ACGME: Accreditation Council for Graduate Medical Education
 - 1.5.3. AOD: Admitting Officer of the Day
 - 1.5.4. CDC: Centers for Disease Control and Prevention

- 1.5.5. CR: Contract Discrepancy Report
- 1.5.6. CEU: Certified Education Unit
- 1.5.7. CME: Continuing Medical Education
- 1.5.8. CMS: Centers for Medicare and Medicaid Services
- 1.5.9. Contracting Officer (CO) – The person executing this contract on behalf of the Government with the authority to enter into and administer contracts and make related determinations and findings.
- 1.5.10. Contracting Officer's Representative (COR) – A person appointed by the CO to take necessary action to ensure the Contractor performs in accordance with and adheres to the specifications contained in the contract and to protect the interest of the Government. The COR shall report to the CO promptly any indication of non-compliance in order that appropriate action can be taken.
- 1.5.11. COS: Chief of Staff
- 1.5.12. CPARS: Contractor Performance Assessment Reporting System
- 1.5.13. CPRS: Computerized Patient Recordkeeping System- electronic health record system used by the VA.
- 1.5.14. Credentialing: Credentialing is the systematic process of screening and evaluating qualification and other credentials, including licensure, required education, relevant training and experience and current competence and health status.
- 1.5.15. DEA: Drug Enforcement Agency
- 1.5.16. FSMB: Federation of State Medical Boards
- 1.5.17. HHS: Department of Health and Human Services
- 1.5.18. HIPAA: Health Insurance Portability and Accountability Act
- 1.5.19. HR: Human Resources
- 1.5.20. ISO: Information Security Officer
- 1.5.21. MOD: Medical Officer of the Day
- 1.5.22. National Provider Identifier (NPI): NPI is a standard, unique 10-digit numeric identifier required by HIPAA. The Veterans Health Administration must use NPIs in all HIPAA-standard electronic transactions for individual (health care practitioners) and organizational entities (medical centers).
- 1.5.23. NPES: National Plan and Provider Enumeration System
- 1.5.24. POP: Period of Performance
- 1.5.25. PPD: Purified Protein Derivative
- 1.5.26. PWS: Performance Work Statement
- 1.5.27. Privileging (Clinical Privileging): Privileging is the process by which a practitioner, licensed for independent practice; e.g., without supervision, direction, required sponsor, preceptor, mandatory collaboration, etc.; is permitted by law and the facility to practice independently, to provide specific medical or other patient care services within the scope of the individual's license, based upon the individual's clinical competence as determined by peer references, professional experience, health status, education, training and licensure. Clinical privileges must be facility-specific and provider-specific.
- 1.5.28. QA/QI: Quality Assurance/Quality Improvement
- 1.5.29. QM/PI: Quality Management/Performance Improvement
- 1.5.30. QASP: Quality Assurance Surveillance Plan

- 1.5.31. Veterans Health Administration (VHA): The central office for administration of the VA medical centers throughout the United States. The VHA is located in Washington, D.C.
- 1.5.32. Veterans Integrated Services Network (VISN): The regional oversight for the VA medical centers.
- 1.5.33. VISTA (Veterans Integrated Systems Technology Architecture): A PC based system that will capture and store clinical imagery, scanned documents and other non-textual data files and integrates them into patient's medical record and with the hospital information system.
- 1.5.34. VetPro: a federal web-based credentialing program for healthcare providers.
- 1.5.35. Veterans Affairs Medical Center (VAMC): Unless identified with the name of a different VA medical Center, for purposes of this contract, this term shall mean the Corporal Michael J. Crescenz VA Medical Center.

2. QUALIFICATIONS:

2.1. Staff/Facility

- 2.1.1. License – The Contractor's physician (s) assigned by the Contractor to perform the services covered by this contract shall have a current license to practice medicine in any State, Territory, or Commonwealth of the United States or the District of Columbia) when services are performed onsite on VA property.
- All licenses held by the personnel working on this contract shall be full and unrestricted licenses. Contractor's physician (s) who have current, full and unrestricted licenses in one or more states, but who have, or ever had, a license restricted, suspended, revoked, voluntarily revoked, voluntarily surrendered pending action or denied upon application will not be considered for the purposes of this contract.
- 2.1.2. Board Certification - All contractor's physician(s) shall be Board Certified per the American Board of Radiology (<http://www.theabr.org/>) . All continuing education courses required for maintaining certification must be kept up to date at all times. Documentation verifying current certification shall be provided by the Contractor to the VA COR on an annual basis for each year of contract performance.
- 2.1.3. Credentialing and Privileging –Credentialing and privileging is to be done in accordance with the provisions of VHA Handbook 1100.19 referenced above. The Contractor is responsible to ensure that proposed physician(s) possesses the requisite credentials enabling the granting of privileges. No services shall be provided by any contractor's physician(s) prior to obtaining approval by the Corporal Michael J. Crescenz VAMC, Professional Standards Board, Medical Executive Board and Medical Center Director.
- 2.1.3.1. If contractor's physician(s) is/are not credentialed and privileged or has credentials/privileges suspended or revoked, the Contractor shall furnish an acceptable substitute without any additional cost to the government.
- 2.1.4. Technical Proficiency - Contractor's physician(s) shall be technically proficient in the skills necessary to fulfill the government's requirements, including the ability to speak, understand, read and write English fluently. Contractor shall provide documents upon request of the CO/COR to verify current and ongoing competency, skills, certification and/or licensure related to the provision of care, treatment and/or services performed. Contractor shall provide verifiable evidence of all educational and training experiences including any gaps in educational history for all contractor's physician(s) and contractor's physician (s) shall be responsible for abiding by the Facility's Medical Staff By-Laws, rules, and regulations (referenced herein) that govern medical staff behavior.

- 2.1.5. Continuing Medical Education (CME)/ Certified Education Unit (CEU) Requirements: Contractor shall provide the COR copies of current CMEs as required or requested by the VAMC. Contractor's physician (s) registered or certified by national/medical associations shall continue to meet the minimum standards for CME to remain current. Contractor shall report CME hours to the credentials office for tracking. These documents are required for both privileging and re-privileging. Failure to provide shall result in loss of privileges for contractor's physician (s) .
- 2.1.6. Training (ACLS, BLS, CPRS and VA MANDATORY): Contractor shall meet all VA educational requirements and mandatory course requirements defined herein; all training must be completed by the contractor's physician (s) as required by the VA.

<i>Training</i>	<i>Frequency (once a year, etc)</i>	<i>Annual Hours</i>
<i>TMS-Privacy and HIPAA</i>	<i>Once a year</i>	<i>1</i>
<i>TMS – Privacy and Info Security Awareness and Rules of Behaviour</i>	<i>Once a year</i>	<i>1</i>

- 2.1.7. Standard Personnel Testing (PPD, etc.): Contractor shall provide proof of the following tests for physicians 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.
- 2.1.7.1. TUBERCULOSIS TESTING: Contractor shall provide proof of a negative reaction to PPD testing for all contract physician (s). A negative chest radiographic report for active tuberculosis shall be provided in cases of positive PPD results. The PPD test shall be repeated annually.
- 2.1.7.2. RUBELLA TESTING: Contractor shall provide proof of immunization for all contractor's physician (s) for measles, mumps, rubella or a rubella titer of 1.8 or greater. If the titer is less than 1.8, a rubella immunization shall be administered with follow-up documentation to the COR.
- 2.1.7.3. OSHA REGULATION CONCERNING OCCUPATIONAL EXPOSURE TO BLOODBORNE PATHOGENS: Contractor shall provide generic self-study training for all contract physician (s); provide their own Hepatitis B vaccination series at no cost to the VA if they elect to receive it; maintain an exposure determination and control plan; maintain required records; and ensure that proper follow-up evaluation is provided following an exposure incident. The VAMC shall notify the Contractor of any significant communicable disease exposures as appropriate. Contractor shall adhere to current CDC/HICPAC Guideline for Infection Control in health care personnel (as published in American Journal for Infection Control- AJIC 1998; 26:289-354 <http://www.cdc.gov/hicpac/pdf/InfectControl98.pdf>) for disease control. Contractor shall provide follow up documentation of clearance to return to the workplace prior to their return.
- 2.1.8. National Provider Identifier (NPI): NPI is a standard, unique 10-digit numeric identifier required by HIPAA. The Veterans Health Administration must use NPIs in all HIPAA-standard electronic transactions for individual (health care practitioners) and organizational entities (medical centers). The Contractor shall have or obtain appropriate NPI and if pertinent the Taxonomy Code confirmation notice issued by the Centers for Medicare and Medicaid Services (CMS) National Plan and Provider Enumeration System (NPPES) be provided to the Contracting Officer with the proposal.
- 2.1.9. DEA (as required) - Contractor shall provide copy of current DEA certificate.
- 2.1.10. Conflict of Interest: The Contractor and all contractor's physician (s) are responsible for identifying and communicating to the CO and COR conflicts of interest at the time of

proposal and during the entirety of contract performance. At the time of proposal, the Contractor shall provide a statement which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided. The Contractor shall also provide statements containing the same information for any identified consultants or subcontractors who shall provide services. The Contractor must also provide relevant facts that show how its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest. These statements shall be in response to the VAAR provision 852.209-70 Organizational Conflicts of Interest (Jan 2008) and fully outlined in response to the subject attachment in Section D of the solicitation document.

2.1.11. Citizenship related Requirements:

- 2.1.11.1. The Contractor certifies that the Contractor shall comply with any and all legal provisions contained in the Immigration and Nationality Act of 1952, As Amended; its related laws and regulations that are enforced by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor as these may relate to non-immigrant foreign nationals working under contract or subcontract for the Contractor while providing services to Department of Veterans Affairs patient referrals;
 - 2.1.11.2. While performing services for the Department of Veterans Affairs, the Contractor shall not knowingly employ, contract or subcontract with an illegal alien; foreign national non-immigrant who is in violation their status, as a result of their failure to maintain or comply with the terms and conditions of their admission into the United States. Additionally, the Contractor is required to comply with all "E-Verify" requirements consistent with "Executive Order 12989" and any related pertinent Amendments, as well as applicable Federal Acquisition Regulations.
 - 2.1.11.3. If the Contractor fails to comply with any requirements outlined in the preceding paragraphs or its Agency regulations, the Department of Veterans Affairs may, at its discretion, require that the foreign national who failed to maintain their legal status in the United States or otherwise failed to comply with the requirements of the laws administered by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor, shall be prohibited from working at the Contractor's place of business that services Department of Veterans Affairs patient referrals; or other place where the Contractor provides services to veterans who have been referred by the Department of Veterans Affairs; and shall form the basis for termination of this contract for breach.
 - 2.1.11.4. This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. 1001.
 - 2.1.11.5. The Contractor agrees to obtain a similar certification from its subcontractors. The certification shall be made as part of the offerors response to the RFP using the subject attachment in Section D of the solicitation document.
- 2.1.12. **Annual Office of Inspector General (OIG) Statement:** In accordance with HIPAA and the Balanced Budget Act (BBA) of 1977, the Department of Health and Human Services (HHS) Office of Inspector General (OIG) has established a list of parties and entities excluded from Federal health care programs. Specifically, the listed parties and entities may not receive Federal Health Care program payments due to fraud and/or abuse of the Medicare and Medicaid programs.
- 2.1.12.1. Therefore, Contractor shall review the HHS OIG List of Excluded Individuals/Entities on the HHS OIG web site at <http://oig.hhs.gov/exclusions/index.asp> to ensure that the proposed contractor's physician (s) are not listed. Contractor should note that any excluded individual or entity that submits a claim for reimbursement to a Federal health care program, or causes such a claim to be submitted, may be subject to a Civil Monetary Penalty (CMP) for each item or service furnished during a period that

the person was excluded and may also be subject to treble damages for the amount claimed for each item or service. CMP's may also be imposed against the Contractor that employ or enter into contracts with excluded individuals to provide items or services to Federal program beneficiaries.

- 2.1.12.2. By submitting their proposal, the Contractor certifies that the HHS OIG List of Excluded Individuals/Entities has been reviewed and that the Contractors are and/or firm is not listed as of the date the offer/bid was signed.
- 2.2. Clinical/Professional Performance: The qualifications of Contractor personnel are subject to review by VA Medical Center COS or his/her clinical designee and approval by the Medical Center Director as provided in VHA Handbook 1100.19. Clinical/Professional performance monitoring and review of all clinical personnel covered by this 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 and/or make changes to the contract during the administration of the resultant contract.
- 2.3. Non Personal Healthcare Services: The parties agree that the Contractor and all contractor's physician (s) shall not be considered VA employees for any purpose.
- 2.4. Indemnification: The Contractor shall be liable for, and shall indemnify and hold harmless the Government against, all actions or claims for loss of or damage to property or the injury or death of persons, arising out of or resulting from the fault, negligence, or act or omission of the Contractor, its agents, or employees.
- 2.5. Prohibition Against Self-Referral: Contractor's physicians are prohibited from referring VA patients to contractor's or their own practice(s)
- 2.6. Inherent Government Functions: Contractor and Contractor's physician (s) shall not perform inherently governmental functions. This includes, but is not limited to, determination of agency policy, determination of Federal program priorities for budget requests, direction and control of government employees (outside a clinical context), selection or non-selection of individuals for Federal Government employment including the interviewing of individuals for employment, approval of position descriptions and performance standards for Federal employees, approving any contractual documents, approval of Federal licensing actions and inspections, and/or determination of budget policy, guidance, and strategy.
- 2.7. No Employee status: The Contractor shall be responsible for protecting Contractor's physician (s) furnishing services. To carry out this responsibility, the Contractor shall provide or certify that the following is provided for all their staff providing services under the resultant contract:
- 2.7.1. Workers' compensation
 - 2.7.2. Professional liability insurance
 - 2.7.3. Health examinations
 - 2.7.4. Income tax withholding, and
 - 2.7.5. Social security payments.
- 2.8. Tort Liability: The Federal Tort Claims Act does not cover Contractor or contractor's physician (s) . When a Contractor or contractor's physician(s) 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 contractor's physician(s)) action or non-action shall be the responsibility of the Contractor and/or insurance carrier.
- 2.9. Key Personnel:
- 2.9.1. The VA Full Time Equivalency (FTE) for the services required is 3 FTE (3120 Hours). FTE is defined by VA as a minimum of 80 hours every two weeks and does not include holidays.

- 2.9.2. The minimum number of Board Certified physicians to staff Radiology locations, located within the VA Medical Center, on a daily basis (be on site) is 3 as defined in paragraph Hours of Operation in this section.
- 2.9.3. Personnel Substitutions: During the first ninety (90) calendar days of performance, the Contractor shall make NO substitutions of key personnel unless the substitution is necessitated by illness, death or termination of employment. The Contractor shall notify the CO, in writing, within 3 calendar day (s) after the occurrence of any of these events and provide the information required below. After 90 days, the Contractor shall submit the information required below to the CO at least 25 calendar days prior to making any permanent substitutions.
- 2.9.3.1. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the CO. Proposed substitutes shall have comparable qualifications to those of the persons being replaced. The CO will notify the Contractor within 3 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.
- 2.9.3.2. For temporary substitutions where the key person shall not be reporting to work for 3 consecutive work days or more, the Contractor shall provide a qualified replacement for the key person. The substitute shall have comparable qualifications to the key person. Any period exceeding two weeks will require the procedure as stated above.
- 2.9.3.3. The Government reserves the right to refuse acceptance of any Contractor personnel at any time after performance begins, if personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal complaints by patient or other staff members to designated Government representatives. Standards for conduct shall mirror those prescribed by current federal personnel regulations. Should the VA COS or designee show documented clinical problems or continual unprofessional behavior/actions with any Contractor's physician (s), s/he may request, without cause, immediate replacement of said Contractor's physician (s). The CO and COR shall deal with issues raised concerning Contractor's physician (s) conduct. The final arbiter on questions of acceptability is the CO.
- 2.9.3.4. Contingency Plan: Because continuity of care is an essential part of VAMC's medical services, The Contractor shall have a contingency plan in place to be utilized if the Contractor's physician (s) leaves Contractor's employment or is unable to continue performance in accordance with the terms and conditions of the resulting contract.

3. HOURS OF OPERATION

3.1. VA Business Hours:

Clinic Schedule: 8:00 am to 5:00 pm

- 3.1.1. Patients must be seen by a contractor's physician (s) on-site at Corporal Michael J. Crescenz VAMC in a timely manner in accordance with VA Rules and Regulations on clinic wait times and consult completion. Contractor shall notify the COR at least monthly about any obstacles to meeting this performance measure.
- 3.1.2. Contractor's physician(s) shall be available and present in clinic during normal Corporal Michael J. Crescenz VAMC clinic hours, Corporal Michael J. Crescenz VAMC which will be established, and may be revised, as deemed appropriate for patient care by the Chief of Staff. Currently, normal clinic hours are 8:00 am to 5:00 pm.

3.1.3. Off-hours Coverage: *The Contract Radiologists will not be required to provide Off-hours Coverage.*

3.2. Federal Holidays: The following holidays are observed by the Department of Veterans Affairs:

- New Year's Day
- President's Day
- Martin Luther King's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving
- Christmas
- Any day specifically declared by the President of the United States to be a national holiday.

3.3. Cancellations:

3.3.1. Unless a state of emergency has been declared or clinics are otherwise cancelled by the VAMC, the Contractor shall be responsible for providing services.

4. CONTRACTOR RESPONSIBILITIES

4.1. Clinical Personnel Required: The Contractor shall provide contractor's physician (s) who are competent, qualified per this performance work statement and adequately trained to perform assigned duties.

4.1.1. Contractor's physician (s) shall be responsible for signing in and out when in attendance. Time sheets will be used by the COR to confirm hours/day and services provided against the contractor's invoices.

4.2. Standards of Care: The contract physician (s)' care shall cover the range of Interventional Radiology services as would be provided in a state-of-the-art civilian medical treatment facility and the standard of care shall be of a quality, meeting or exceeding currently recognized national standards as established by:

4.2.1. The American College of Radiology Guidelines for Interventional Radiology:

<http://www.acr.org/Quality-Safety/Standards-Guidelines/Practice-Guidelines-by-Modality/Interventional>

4.2.2. VA Standards: VHA Directive 2006-041 "Veterans' Health Care Service Standards" (expired but still in effect pending revision)

https://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1443

4.2.3. The professional standards of the Joint Commission (TJC)

http://www.jointcommission.org/standards_information/hap_requirements.aspx

4.2.4. The standards of the American Hospital Association (AHA)

<http://www.hpoe.org/resources?show=100&type=8> and;

4.2.5. The requirements contained in this PWS

4.3. MEDICAL RECORDS

4.3.1. Authorities: Contractor's physician (s) providing healthcare services to VA patients shall be considered as part of the Department Healthcare Activity and shall comply with the U.S.C.551a (Privacy Act), 38 U.S.C. 5701 (Confidentiality of claimants records), 5 U.S.C.

552 (FOIA), 38 U.S.C. 5705 (Confidentiality of Medical Quality Assurance Records) 38 U.S.C. 7332 (Confidentiality of certain medical records), Title 5 U.S.C. § 522a (Records Maintained on Individuals) as well as 45 C.F.R. Parts 160, 162, and 164 (HIPAA).

- 4.3.2. HIPAA: This 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. 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.
- 4.3.3. Disclosure: Contractor's physician(s) may have access to patient medical records: however, Contractor shall obtain permission from the VA before disclosing any patient information. Subject to applicable federal confidentiality or privacy laws, the Contractor, or their designated representatives, and designated representatives of federal regulatory agencies having jurisdiction over Contractor, may have access to VA 's records, at VA's place of business on request during normal business hours, to inspect and review and make copies of such records. The VA will provide the Contractor with a copy of VHA Handbook 1907.1, Health Information management and Health Records and VHA Handbook 1605.1, Privacy and Release of Information. The penalties and liabilities for the unauthorized disclosure of VA patient information mandated by the statutes and regulations mentioned above, apply to the Contractor.
- 4.3.4. Professional Standards for Documenting Care: Care shall be appropriately documented in medical records in accordance with standard commercial practice and guidelines established by VHA Handbook 1907.01 *Health Information Management and Health Records*: http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2791 and all guidelines provided by the VAMC.
- 4.3.5. Release of Information: The VA shall maintain control of releasing any patient medical information and will follow policies and standards as defined, but not limited to Privacy Act requirements. In the case of the VA authorizing the Contractor to release patient information, the Contractor in compliance with VA regulations, and at his/her own expense, shall use VA Form 3288, Request for and Consent to Release of Information from Individual's Records, to process "Release of Information Requests." In addition, the Contractor shall be responsible for locating and forwarding records not kept at their facility. The VA's Release of Information Section shall provide the Contractor with assistance in completing forms. Additionally, the Contractor shall use VA Form 10-5345, Request for and Authorization to Release Medical Records or Health Information, when releasing records protected by 38 U.S.C. 7332. Treatment and release records shall include the patient's consent form. Completed Release of Information requests will be forwarded to the VA Privacy Officer at the following address: Tanya Earle, 215-823-5800 x6335, Tanya.Earle@va.gov
- 4.3.6. Direct Patient Care: 100% of the time involved in direct patient care. Contractor shall be responsible for
- a. The contract physician (hence: contract radiologist) filling this position will serve as a general diagnostic radiologist, temporarily filling all the responsibilities of a permanent diagnostic radiologist.

- b. The contract radiologist must hold an unrestricted license to practice medicine.
 - c. The contract radiologist must be board certified by the American Board of Radiology.
 - d. The contract radiologist must successfully complete the onboarding process at the CMC VAMC within 30 days of the contract being awarded, including:
 - i. HR onboarding (VetPro, health examination, drug test, background check, and other related requirements)
 - ii. Medical Staff appointment (credentialing).
 - e. The contract radiologist must be willing and able to interpret each of the different types of radiology examinations that are covered by the Diagnostic Radiology Section in a competent fashion. Those examinations currently include:
 - i. Radiography
 - ii. Ultrasonography (non-vascular)
 - iii. Computed tomography (specifically general CT which includes all imaging of the thorax, abdomen, pelvis, and extremities, but exclusive of Neuroradiology).
 - iv. General MRI (specifically all types of musculoskeletal MRI and all types of “body” MRI. The latter including abdomen, pelvis, prostate, and other related examinations; however, this does not include neuroradiology).
 - v. Vascular CT and MRI (specifically aortic imaging and runoff examinations).
 - vi. Fluoroscopy (specifically barium and related examinations).
 - f. The contract radiologist will perform both interpretive and non-interpretive functions in keeping with a generally-accepted scope of practice of a Diagnostic Radiologist. The former include the interpretation and dictation of the modalities listed above. The latter include:
 - i. Calling critical results to referring providers.
 - ii. Discussing cases with rounding clinicians.
 - iii. Providing feedback to technologists.
 - iv. Participating in the Quality Assurance processes of the Service of Imaging.
 - v. Managing contrast extravasations and contrast reactions.
 - g. The contract radiologist may interact with housestaff from the academic affiliate. However, the primary purpose of this position is not intended to be a teaching position.
 - h. Depending upon the length of expected service, the contract radiologist may be assigned to participate in tumor boards or other hospital-level conferences, commensurate with the duties of the permanent radiologists.
 - i. The contract radiologist will work shifts identical to permanent radiologists: 8AM to 5PM, or until patient care duties from the day have been completed.
 - j. There is no call requirement.
- 4.3.6.1. Scope of Care: Contractor’s physician(s) shall be responsible for providing Radiology Interpretations, including, but not limited:
- i. Radiography
 - ii. Ultrasonography (non-vascular)
 - iii. Computed tomography (specifically general CT which includes all imaging of the thorax, abdomen, pelvis, and extremities, but exclusive of Neuroradiology).
 - iv. General MRI (specifically all types of musculoskeletal MRI and all types of “body” MRI. The latter including abdomen, pelvis, prostate, and other related examinations; however, this does not include neuroradiology).
 - v. Vascular CT and MRI (specifically aortic imaging and runoff examinations).
 - vi. Fluoroscopy (specifically barium and related examinations).

- 4.3.6.2. Clinic: Contractor physician(s) shall be present on time for any scheduled clinics as documented by physical presence in the clinic at the scheduled start time.
- 4.3.6.3. Consultation Responsibilities: Contractor physician(s) shall provide consultation with and instruction to referring physicians regarding appropriate indications for interventional radiologic procedures so that the most expeditious and clinically appropriate work-up can be done. Contractor physician(s) shall determine the appropriate course of treatment and communicate in person or by phone with the referring clinicians.
- 4.3.6.3.1. Contractor physician(s) shall provide review of consults and next day patient cases for minimum of two hours daily.
- 4.3.6.3.2. Contractor physician(s) shall provide post-procedure evaluation and follow-up and clinical consultation regarding complications of interventional radiologic procedures.
- 4.3.6.4. Medications: Contractor physician(s) shall follow all established medication policies and procedures. No sample medications shall be provided to patients.
- 4.3.6.5. Discharge education: Provide discharge education and follow up instructions that are coordinated with the next care setting for all emergency department patients.

4.3.7. **ADMINISTRATIVE**: 0% of time not involved in direct patient care

- 4.3.7.1. Quality Improvement Meetings: The contractor's physician (s) shall participate in continuous quality improvement activities and meetings with committee participation as required by the VAMC Chief of Service, Chief of Staff, or designee.

List all meetings, associated time and frequency.

<i>Meeting</i>	<i>Frequency (once a year, etc)</i>	<i>Annual Hours</i>

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

List all meetings, associated time and frequency.

<i>Meeting</i>	<i>Frequency (once a year, etc)</i>	<i>Annual Hours</i>
<i>Staff Meeting</i>	<i>Once per month</i>	<i>1</i>

- 4.3.7.3. Peer Reviews: The contractor's physician (s) shall perform peer reviews for approximately four hours per month.
- 4.3.7.4. Specialized Meetings: The contractor's physician (s) shall prepare for, attend and take care of follow up activities resulting from the following specialized meetings: List all meetings, associated time and frequency.

<i>Meeting</i>	<i>Frequency (once a year, etc)</i>	<i>Annual Hours</i>
VAMC GI Tumor Board review pending cases	1.5 hour per week	52 annual hours

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

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

4.4. **PERFORMANCE STANDARDS, QUALITY ASSURANCE (QA) AND QUALITY IMPROVEMENT(QI)**

4.4.1. Quality Management/Quality Assurance Surveillance: Contract personnel 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.

4.4.2. 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.

4.4.3. The Government reserves the right to refuse acceptance of any Contractor personnel at any time after performance begins, if personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal complaints by patient or other staff members to designated Government representatives. Standards for conduct shall mirror those prescribed by current federal personnel regulations. The CO and COR shall deal with issues raised concerning Contractor's conduct. The final arbiter on questions of acceptability is the CO.

4.4.4. Performance Standards:

4.4.4.1. Measure: Provider Quality Performance

Performance Requirement: Prompt delivery (timeliness) of interpretations and return for routine/stat/immediate

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

Acceptable Quality Level: 98%meet Standards

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

- A. Patient Care Performance
- B. Medical/Clinical knowledge
- C. Practiced Based Learning and Improvement

- D. Interpersonal and Communication Skills
- E. Professionalism
- F. System Based Practice

Frequency: semi-annually

4.4.4.2. Measure: Qualifications of Key Personnel

Performance Requirement: All contractor's physician (s) shall be Board Certified in accordance with ACR Standards.

Standard: All (100%) contract physicians are board certified.

Acceptable Quality Level: 100% No deviations accepted.

Surveillance Method: Random Inspection of qualification documents

Frequency: semi-annually

4.4.4.3. Measure: Scope of Practice/Privileging

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

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

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

Surveillance Method: Random Inspection of records.

Frequency: semi-annually

4.4.4.4. Measure: Patient Access

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

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

Acceptable Quality Level: Contractor's physician (s) is on-time and available to perform services 98% of the time

Surveillance Method: Periodic Sampling of Time and Attendance Sheets

Frequency: Quarterly

4.4.4.5. Measure: Patient Safety

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

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

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

Surveillance Method: Direct Observation

Frequency: Daily

4.4.4.6. Measure: Maintains licensing, registration, and certification

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

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

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

Surveillance Method: Periodic Sampling and Random Sampling

Frequency:

4.4.4.7. Measure: Mandatory Training

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

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

Acceptable Quality Level: 100% completions, no deviations.

Surveillance Method: Periodic Sampling

Frequency: 2 years

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

Frequency: yearly

4.4.5. Registration with Contractor Performance Assessment Reporting System

4.4.5.1. As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates Contractor past performance on all contracts 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.

4.4.5.2. Each Contractor whose contract award is estimated to exceed \$150,000 requires a CPARS evaluation. A government Focal Point will register your contract within thirty days after contract award and, at that time, you will receive an email message with a User ID (to be used when reviewing evaluations). Additional information regarding the evaluation process can be found at www.cpars.gov or if you have any questions, you may contact the Customer Support Desk @ DSN: 684-1690 or COMM: 207-438-1690.

4.4.5.3. 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 sixty (60) days to submit any comments and re-assign the report to the CO.

4.4.5.4. Failure for the Contractor's representative to respond to the evaluation within those sixty (60) days, will result in the Government's evaluation being placed on file in the

database with a statement that the Contractor failed to respond; the Contractor's representative will be "locked out" of the evaluation and may no longer send comments.

5. GOVERNMENT RESPONSIBILITIES

- 5.1. Contract Administration/Performance Monitoring: After award of contract, all inquiries and correspondence relative to the administration of the contract shall be addressed to: (enter contract administration if not already listed in another area- list the title (not name) and contact information for COR, Clinical point of contact, and any other relevant personnel involved).

5.1.1. CO RESPONSIBILITIES:

CO - Name/Address/Phone/email

- 5.1.1.1. 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.
- 5.1.1.2. The Contracting Officer shall resolve complaints concerning Contractor relations with the Government employees or patients. The Contracting Officer is final authority on validating complaints. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer without authority, no adjustment shall be made in the contract price to cover an increase in costs incurred as a result thereof.
- 5.1.1.3. In the event that contracted services do not meet quality and/or safety expectations, the best remedy will be implemented, to include but not limited to a targeted and time limited performance improvement plan; increased monitoring of the contracted services; consultation or training for Contractor personnel to be provided by the VA; replacement of the contract personnel and/or renegotiation of the contract terms or termination of the contract.

5.1.2. COR Responsibilities:

The COR for this contract is: Title/Address/Phone/email

- 5.1.2.1. The COR shall be the VA official responsible for verifying contract compliance. After contract award, any incidents of Contractor noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.
- 5.1.2.2. The COR will be responsible for monitoring the Contractor's performance to ensure all specifications and requirements are fulfilled. Quality Improvement data that will be collected for ongoing monitoring includes but is not limited to: enter data that may be collected.
- 5.1.2.3. The COR will maintain a record-keeping system of services by e-mail, spreadsheets, and invoices. The COR will review this data monthly when invoices are received and certify all invoices for payment by comparing the hours documented on the VA record-keeping system and those on the invoices. Any evidence of the Contractor's non-compliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.
- 5.1.2.4. The COR will review and certify monthly invoices for payment. If in the event the Contractor fails to provide the services in this contract, payments will be adjusted to compensate the Government for the difference.
- 5.1.2.5. 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. identified throughout the PWS and is provided here as a guide for Contractor convenience. If an item is within the PWS and not listed here, the Contractor remains responsible for the delivery of the item.

What	Submit as noted	Submit To
VA Directive 1663 Appendix B Other than Cost and Price Information Supporting Proposed Physician Rate (required for Affiliate onsite hourly- remove if it does not apply)	Upon proposal, to submit EPA request, upon change in key personnel	Contracting Officer
Copies of any and all licenses, board certifications, NPI, to include primary source verification of all licensed and certified staff	Upon proposal and upon renewal of licenses and upon renewal of option periods or change of key personnel.	Contracting Officer
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

6.2. Billing:

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

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

6.2.2. Vendor Electronic Invoice Submission Methods

Vendor Electronic Invoice Submission Methods:

Invoices will be electronically submitted to the Tungsten website at <http://www.tungstennetwork.com/uk/en/> Tungsten direct vendor support number is 877-489-6135 for VA contracts. The VA-FSC pays all associated transaction fees for VA

orders. During Implementation (technical set-up) Tungsten will confirm your Tax Payer ID Number with the VA-FSC. This process can take up to 5 business days to complete to ensure your invoice is automatically routed to your Certifying Official for approval and payment. In order to successfully submit an invoice to VA-FSC please review "How to Create an Invoice" within the how to guides. All invoices submitted through Tungsten to the VA-FSC should mirror your current submission of Invoice, with the following items required. Clarification of additional requirements should be confirmed with your Certifying Official (your CO or buyer). The VA-FSC requires specific information in compliance with the Prompt Pay Act and Business Requirements. For additional information, please contact:

Tungsten Support

Phone: 1-877-489-6135

Website: <http://www.tungsten-network.com/uk/en/>

Department of Veterans Affairs Financial Service Center

Phone: 1-877-353-9791 Email: vafscched@va.gov

6.3. Payment Adjustments:

6.3.1. Invoices will be prorated for partial days/hours worked. The contractor shall be paid only for actual work performed onsite. Contract providers shall be responsible for reporting time worked accurately. The Contract shall be paid for actual hours performed.

6.3.1.1. The contract shall be adjusted *at the end of the period of performance* (base or option year) in accordance with actual performance.

6.4. 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.

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 must 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 Veteran enrollees under this contract.

6.5. Contractor Security Requirements (Handbook 6500.6) – Found in Section C.14.2

Quality Assurance Surveillance Plan (QASP)