

## Performance Work Statement for Onsite Orthopedic Physician Services

### 1. **GENERAL:**

- 1.1. Services Provided: The Contractor shall provide Board Certified /Board Eligible Orthopedic Surgery Physician Services on site in accordance with the specifications contained herein to beneficiaries of the Department of Veterans Affairs (VA) and the VAMC Wilmington.
- 1.2. Place of Performance – *Wilmington VAMC, 1601 Kirkwood Highway, Wilmington, DE 19805*
- 1.3. Authority: Title 38 USC 8153, Health Care Resources (HCR) sharing Authority.
- 1.4. Policy/Handbooks:
  - 1.4.1. - VA Directive 1663: Health Care Resources Contracting - Buying  
[http://www1.va.gov/vapubs/viewPublication.asp?Pub\\_ID=347](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](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](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](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](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2910)
  - 1.4.6. - VHA Handbook 1400.01 Resident Supervision  
[http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2847](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2847)
  - 1.4.7. VHA Handbook 1907.01 Health Information Management and Health Records:  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2791](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2791)
  - 1.4.8. - Privacy Act of 1974 (5 U.S.C. 552a) as amended  
[http://www.justice.gov/oip/foia\\_updates/Vol\\_XVII\\_4/page2.htm](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. ACS: American College of Surgeons <http://www.acs.org/>
  - 1.5.2. ABS: American Board of Surgery <http://www.absurgery.org/>
  - 1.5.3. ACGME: Accreditation Council for Graduate Medical Education
  - 1.5.4. ACLS: Advanced Cardiac Life Support
  - 1.5.5. AOD: Admitting Officer of the Day
  - 1.5.6. BLS: Basic Life Support
  - 1.5.7. CCNE: Commission on Collegiate Nursing Education: [www.aacn.nche.edu/accreditation](http://www.aacn.nche.edu/accreditation)
  - 1.5.8. CDC: Centers for Disease Control and Prevention
  - 1.5.9. CDR: Contract Discrepancy Report

- 1.5.10. CEU: Certified Education Unit
- 1.5.11. CME: Continuing Medical Education
- 1.5.12. CMS: Centers for Medicare and Medicaid Services
- 1.5.13. 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.
- 1.5.14. 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.
- 1.5.15. COS: Chief of Staff
- 1.5.16. CPARS: Contractor Performance Assessment Reporting System
- 1.5.17. CPRS: Computerized Patient Recordkeeping System- electronic health record system used by the VA.
- 1.5.18. 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.
- 1.5.19. DEA: Drug Enforcement Agency
- 1.5.20. ED: Emergency Department
- 1.5.21. FSMB: Federation of State Medical Boards
- 1.5.22. Full Time Equivalent (FTE): VA's definition for full time- working the equivalent of 80 hours every two weeks, 2080 hours per year. In calculating FTE, any hours not worked on national holidays shall not be included.
- 1.5.23. HHS: Department of Health and Human Services
- 1.5.24. HIPAA: Health Insurance Portability and Accountability Act
- 1.5.25. HR: Human Resources
- 1.5.26. ISO: Information Security Officer
- 1.5.27. Medical Emergency - a sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity that the absence of immediate medical attention could reasonably result in: Permanently placing a patient's health in jeopardy, causing other serious medical consequences, causing impairments to body functions, or causing serious or permanent dysfunction of any body-organ or part.
- 1.5.28. MOD: Medical Officer of the Day
- 1.5.29. 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).
- 1.5.30. NLNAC: National League for Nursing Accrediting Commission. [www.nlnac.org](http://www.nlnac.org)
- 1.5.31. Non-Contract Provider - any person, organization, agency, or entity that is not directly or indirectly employed by the Contractor or any of its subcontractors
- 1.5.32. NP: Nurse Practitioner
- 1.5.33. NPPES: National Plan and Provider Enumeration System
- 1.5.34. PA: Physician Assistant

- 1.5.35. PALS: Pediatric Advanced Life Support
- 1.5.36. POP: Period of Performance
- 1.5.37. PPD: Purified Protein Derivative
- 1.5.38. PWS: Performance Work Statement
- 1.5.39. 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.
- 1.5.40. QA/QI: Quality Assurance/Quality Improvement
- 1.5.41. QM/PI: Quality Management/Performance Improvement
- 1.5.42. QASP: Quality Assurance Surveillance Plan
- 1.5.43. 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.
- 1.5.44. Veterans Integrated Services Network (VISN): The regional oversight for the VA medical centers in Michigan and Indiana.
- 1.5.45. 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.
- 1.5.46. VetPro: a federal web-based credentialing program for healthcare providers.
- 1.5.47. 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 Wilmington 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.
  - 2.1.1.1. 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 /Board Eligible by the American Board of Surgery <http://www.absurgery.org/> , and be currently certified in Basic Life Support (BLS) and/or Advanced Cardiac Life Support (ACLS) or equivalency. All continuing education courses required for maintaining certification must be kept up to date at all times. Documentation verifying current certification shall be provided by the Contractor to the VA COR on an annual basis for each year of 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 Wilmington VAMC Professional Standards Board, Medical Executive Board and Medical Center Director.
- 2.1.3.1. If a contractor's physician(s) is not credentialed and privileged or has credentials/privileges suspended or revoked, the Contractor shall furnish an acceptable substitute without any additional cost to the government.
- 2.1.4. Technical Proficiency - 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>Infection Control and Blood borne Pathogens</i>	<i>Annually</i>	<i>1</i>
<i>Patient Rights</i>	<i>Annually</i>	<i>1</i>
<i>Patient Safety</i>	<i>Annually</i>	<i>1</i>
<i>Security Management</i>	<i>Annually</i>	<i>1</i>
<i>Utility Management</i>	<i>Annually</i>	<i>1</i>
<i>VA Core Value</i>	<i>Annually</i>	<i>1</i>
<i>Training(ICARE)</i>		
<i>HazMat and GEMS</i>	<i>Annually</i>	<i>1</i>
<i>Age Specific and Cultural Competencies</i>	<i>Annually</i>	<i>1</i>
<i>Safety Management</i>	<i>Annually</i>	<i>1</i>
<i>Patient Abuse</i>	<i>Annually</i>	<i>1</i>
<i>Prevention of Workplace Harassment</i>	<i>Annually</i>	<i>1</i>
<i>Preventing Pressure Ulcers in</i>	<i>Annually</i>	<i>1</i>

*High Risk Veterans*

<i>VA Privacy and Information</i>	<i>Annually</i>	<i>2</i>
<i>Security Awareness and</i>		
<i>Rules of Behavior</i>		
<i>VHI: Military Sexual Trauma</i>	<i>Annually</i>	<i>1.5</i>
<i>Privacy and HIPAA Focused</i>	<i>Annually</i>	<i>2</i>
<i>Training</i>		
<i>Annual Government Ethics</i>	<i>Annually</i>	<i>2</i>
<i>Training</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 contractors' 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 - Contractor shall provide copy of current DEA certificate.

2.1.10. Conflict of Interest: The Contractor and all contractors' physician(s) are responsible for identifying and communicating to the CO and COR conflicts of interest at the time of proposal and during the entirety of contract performance. At the time of proposal, the Contractor shall provide a statement which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided. The Contractor shall also provide statements containing the

same information for any identified consultants or subcontractors who shall provide services. The Contractor must also provide relevant facts that show how it's organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest. These statements shall be in response to the VAAR provision 852.209-70 Organizational Conflicts of Interest (Jan 2008) and fully outlined in response to the subject attachment in Section D of the solicitation document.

2.1.11. Citizenship related Requirements:

- 2.1.11.1. The Contractor certifies that the Contractor shall comply with any and all legal provisions contained in the Immigration and Nationality Act of 1952, As Amended; its related laws and regulations that are enforced by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor as these may relate to non-immigrant foreign nationals working under contract or subcontract for the Contractor while providing services to Department of Veterans Affairs patient referrals;
  - 2.1.11.2. While performing services for the Department of Veterans Affairs, the Contractor shall not knowingly employ, contract or subcontract with an illegal alien; foreign national non-immigrant who is in violation their status, as a result of their failure to maintain or comply with the terms and conditions of their admission into the United States. Additionally, the Contractor is required to comply with all "E-Verify" requirements consistent with "Executive Order 12989" and any related pertinent Amendments, as well as applicable Federal Acquisition Regulations.
  - 2.1.11.3. If the Contractor fails to comply with any requirements outlined in the preceding paragraphs or its Agency regulations, the Department of Veterans Affairs may, at its discretion, require that the foreign national who failed to maintain their legal status in the United States or otherwise failed to comply with the requirements of the laws administered by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor, shall be prohibited from working at the Contractor's place of business that services Department of Veterans Affairs patient referrals; or other place where the Contractor provides services to veterans who have been referred by the Department of Veterans Affairs; and shall form the basis for termination of this 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.
- 1.1.1. 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.
- 2.1.11.6. 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.

- 2.1.11.7. 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 contractors' 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 0.5 FTE (104/days annually) Orthopedic Surgeon physician support for clinical and surgical operations. FTE is defined by VA as a minimum of 80 hours every two weeks and does not include holidays.
  - 2.9.2. The number of Board Certified /Board Eligible orthopedic physicians required to be on site on a daily basis is one (1) as defined in paragraph Hours of Operation in this section.
  - 2.9.3. The Contractor shall be responsible for providing coverage to the VA during periods of vacancies of the Contractor's personnel due to sick leave, personal leave, vacations and additional coverage as required. **In the event a scheduled physician is unable to complete an assigned shift, the contractor shall provide replacement physician**

**coverage within 2 hours and notify the Contracting Office Representative (COR) at the Wilmington VAMC immediately of the schedule change.**

- 2.9.4. Personnel Substitutions: During the first ninety (90) calendar days of performance, the Contractor shall make NO substitutions of key personnel unless the substitution is necessitated by illness, death or termination of employment. The Contractor shall notify the CO, in writing, within 30 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 30 calendar days prior to making any permanent substitutions.
- 2.9.4.1. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the CO. Proposed substitutes shall have comparable qualifications to those of the persons being replaced. The CO will notify the Contractor within 30 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.
- 2.9.4.2. For temporary substitutions where the key person shall not be reporting to work for three (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.
- 2.9.4.3. The Government reserves the right to refuse acceptance of any Contractor personnel at any time after performance begins, if personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal complaints by patient or other staff members to designated Government representatives. Standards for conduct shall mirror those prescribed by current federal personnel regulations. Should the VA COS or designee show documented clinical problems or continual unprofessional behavior/actions with any Contractor's physician (s), s/he may request, without cause, immediate replacement of said Contractor's physician (s). The CO and COR shall deal with issues raised concerning Contractor's physician (s) conduct. The final arbiter on questions of acceptability is the CO.
- 2.9.4.4. Contingency Plan: Because continuity of care is an essential part of VAMC's medical services, The Contractor shall have a contingency plan in place to be utilized if the Contractor's physician (s) leaves Contractor's employment or is unable to continue performance in accordance with the terms and conditions of the resulting contract.

### **3. VA HOURS OF OPERATION/SCHEDULING:**

#### VA Business Hours:

Orthopedic Surgery Physician Clinic and Surgery Time: Two days/week, excluding federal holidays, 7:00 am – 5:00 pm.

- 3.1.1. Patients must be seen by a contractor's physician(s) on-site at the Wilmington 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 Wilmington VAMC clinic hours, Wilmington VAMC which will be established, and may be revised, as deemed appropriate for patient care by the Chief of Staff. Currently, normal clinic hours are 8:00 am through 4:30 pm.



- 3.1.3. Off-hours Coverage: On-call coverage is required with a response time of 15-minutes by telephone and 60-minutes on-site.
- 3.1.3.1. Required Monday through Thursday 1630 hours through 0800
- 3.1.3.2. Weekends (including federal holidays) will be 24-hour coverage starting at 1630 of the last business day until 0800 the next business day.

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: *Requirements for cancellation/rescheduling (if any).*

- 3.3.1. Unless a state of emergency has been declared, the Contractor shall be responsible for providing services.

#### **4. CONTRACTOR RESPONSIBILITIES**

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

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

4.2. Standards of Care: The contractor's physician (s)' care shall cover the full range of orthopedic 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 TJC, VA and national standards as established by:

4.2.1. American College of Surgery Guidelines: <http://www.acs.org/education/clinical-guidelines>

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](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/standards.aspx](http://www.jointcommission.org/standards_information/standards.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. Resident Supervision and Teaching:

- 4.3.1. Resident Supervision/Teaching: According to the guidelines dictated by the Residency Review Committee of ACGME, the contractor's physician(s) performing the services shall be responsible for residents. Contractor's physician(s) shall be responsible for:
- 4.3.1.1. Academic environment: Provide for an academic environment conducive to the training and professional development for residents rotating through the Orthopedic/General Surgery Service.
  - 4.3.1.2. Resident patient care documentation: Contractor's physician(s) shall be responsible for complying with the Residency review documentation and insuring that all notes and encounters are completed and shall appropriately document medical records in accordance with VA standards, equivalent to TJC compliance guidelines, standard commercial practice and guidelines established by VAMC Wilmington. The Contractor shall also perform any administrative duties relative to documentation of resident training, as required and directed by the VA COS or designated representative.
  - 4.3.1.3. Clinical Direction and Oversight: Contractor's physician(s) shall provide clinical direction to and oversight of residents/fellows consistent with current accreditation guidelines, clinical research, protocol development, data management of protocols, quality assurance conferences and meetings, and affiliate /VA staff meetings. Ensure on-site resident supervision in accordance with the national VHA Handbook 1400.01, Resident Supervision, dated December 19, 2012.  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2847](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2847)
- 4.3.2. Attending Physician: Clinics/Orthopedic procedures shall not be conducted by residents in the absence of an attending physician. All procedures, inpatient admissions and consults shall be the responsibility of an attending physician.

#### 4.4. **MEDICAL RECORDS**

- 4.4.1. 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).
- 4.4.2. HIPAA: This contract and its requirements meet exception in 45 CFR 164.502(e), and do not require a BAA in order for Covered Entity to disclose Protected Health Information to: a health care provider for treatment. Based on this exception, a BAA is not required for this contract. Treatment and administrative patient records generated by this contract or provided to the Contractors by the VA are covered by the VA system of records entitled 'Patient Medical Records-VA' (24VA19). Contractor generated VA Patient records are the property of the VA and shall not be accessed, released, transferred, or destroyed except in accordance with applicable laws and regulations. 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.
- 4.4.3. 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.

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

4.4.5. Release of Information: The VA shall maintain control of releasing any patient medical information and will follow policies and standards as defined, but not limited to Privacy Act requirements. In the case of the VA authorizing the Contractor 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: Veronica Lopez; 1601 Kirkwood Highway, Wilmington, DE 19805

4.5. Direct Patient Care: 95% of the time involved in direct patient care.

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

4.5.1.1. Board Certified/Board Eligible Orthopedic Surgeon Physician for Orthopedic Surgery Physician Clinic and Orthopedic Surgery procedures.

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

4.5.2.1. Clinic and Surgical Care: Contractor physician(s) shall provide clinical orthopedic services. Contractor physician(s) shall be present on time for any scheduled clinics/surgeries as documented by physical presence in the clinic or operating room at the scheduled start time.

4.5.2.1.1. Approximate case load is as follows:  
# of patients per physician clinic: 8 to 12  
# of procedures per surgical session: 2 to 4

4.5.2.1.2. Operative Services: Contractor physician(s) shall provide comprehensive clinical orthopedic services including the diagnosis and treatment of orthopedic disease, arthroscopic and open orthopedic surgical procedures, excluding complex-level orthopedic surgery. Typical procedures include, but are not limited to:

**NOTE: CPT Codes provided for reference only. Not for billing purposes. Billing shall in accordance with the schedule of services.**

<u>CPT Code</u>	<u>Inpatient Surgical Complexity</u>	Description
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27091	Intermediate	27091 - Removal of hip prosthesis; complicated, including total hip prosthesis, methylmethacrylate with or without insertion of spacer
27130	Intermediate	27130 - Arthroplasty, acetabular and proximal femoral prosthetic replacement (total hip arthroplasty), with or without autograft or allograft
27132	Intermediate	27132 - Conversion of previous hip surgery to total hip arthroplasty, with or without autograft or allograft
27134	Intermediate	27134 - Revision of total hip arthroplasty; both components, with or without autograft or allograft
27137	Intermediate	27137 - Revision of total hip arthroplasty; acetabular component only, with or without autograft or allograft
27138	Intermediate	27138 - Revision of total hip arthroplasty; femoral component only, with or without allograft

<b><u>CPT Code</u></b>	<b><u>Inpatient Surgical Complexity</u></b>	<b>Description</b>
27125	Intermediate	27125 - Hemiarthroplasty, hip, partial (e.g., femoral stem prosthesis, bipolar arthroplasty)

<b><u>CPT Code</u></b>	<b><u>Inpatient Surgical Complexity</u></b>	<b>Description</b>
27447	Intermediate	27447 - Arthroplasty, knee, condyle and plateau; medial AND lateral compartments with or without patella resurfacing (total knee arthroplasty)
27486	Intermediate	27486 - Revision of total knee arthroplasty, with or without allograft; 1 component
27487	Intermediate	27487 - Revision of total knee arthroplasty, with or without allograft; femoral and entire tibial component
27488	Intermediate	27488 - Removal of prosthesis, including total knee prosthesis, methylmethacrylate with or without insertion of spacer, knee

<b><u>CPT Code</u></b>	<b><u>Inpatient Surgical Complexity</u></b>	<b>Description</b>
23335	Intermediate	23335 - Removal of prosthesis, includes debridement and synovectomy when performed; humeral and glenoid components (e.g., total shoulder)
23472	Intermediate	23472 - Arthroplasty, glenohumeral joint; total shoulder (glenoid and proximal humeral replacement (e.g., total shoulder))
23473	Intermediate	23473 - Revision of total shoulder arthroplasty, including allograft when performed; humeral or glenoid component
23474	Intermediate	23474 - Revision of total shoulder arthroplasty, including allograft when performed; humeral and glenoid component

- 4.5.2.1.3. Intraoperative Follow-up: the Contractor physician(s) shall be present in the operating suite for all orthopedic surgery procedures.
- 4.5.2.1.4. Postoperative Follow-Up. Contractor Physician rounds shall be conducted on postoperative patients in the Surgical Intensive Care Unit (SICU) and on the wards. All cases will be discussed in morbidity and mortality conferences, and the contractor physician (s) will provide appropriate information to the COR for inclusion in departmental reports.
- 4.5.2.1.5. Contractor physician(s) shall provide consultative services at the patient's bedside if the patient is not ambulatory and in the clinic setting if the patient is able to report to the outpatient clinic. Procedures shall be scheduled for completion within 30 days of the date of the consult.
- 4.5.2.2. Medications: Contractor physician(s) shall follow all established medication policies and procedures. No sample medications shall be provided to patients.
- 4.5.2.3. Discharge education: Contractor physician(s) shall provide discharge education and follow up instructions that are coordinated with the next care setting for all orthopedic clinical or surgical patients.
- 4.5.3. **ADMINISTRATIVE**: 5% of time not involved in direct patient care. These tasks include but are not limited to, mandatory TMS modules (training), reviewing alerts, completing notes and encounters, and providing consultative guidance to Wilmington VAMC medical staff.
  - 4.5.3.1. Quality Improvement Meetings: The contractor's physician(s) shall participate as an ad hoc member only as directed by the VAMC Chief of Service; Chief of Staff, or designee, normal recurring attendance will not be required beyond special circumstances.
  - 4.5.3.2. Staff Meetings: The contractor's physician(s) shall participate as an ad hoc member only as directed by the VAMC Chief of Service; Chief of Staff, or designee, normal recurring attendance will not be required beyond special circumstances.
  - 4.5.3.3. QA/QI documentation: The contractor's physician(s) shall complete the appropriate QM/PI documentation pertaining to all procedures, complications and outcome of examinations.
  - 4.5.3.4. Patient Safety Compliance and Reporting: Contractor's physician(s) shall follow all established patient safety and infection control standards of care. Contractor's physician(s) shall make every effort to prevent medication errors, falls, and patient injury caused by acts of commission or omission in the delivery of care. All events related to patient injury, medication errors, and other breeches of patient safety shall be reported to the COR VA Safety Policy. As soon as practicable (but within 24 hours) Contractors shall notify COR of incident and submit to the COR the Patient Safety Report, following up with COR as required or requested.

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

- 4.6.1. Quality Management/Quality Assurance Surveillance: Contractor's physician(s) shall be subject to Quality Management measures, such as patient satisfaction surveys, timely completion of medical records, and Peer Reviews. Methods of Surveillance: Focused Provider Practice Evaluation (FPPE) and Ongoing Provider Practice Evaluation (OPPE). Contractor performance will be monitored by the government using the standards as outlined in this Performance Work Statement (PWS) and methods of surveillance detailed in

the Quality Assurance Surveillance Plan (QASP). The QASP shall be attached to the resultant contract and shall define the methods and frequency of surveillance conducted.

4.6.2. 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.

4.6.3. 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.

4.6.4. Performance Standards:

4.6.4.1. Measure: Provider Quality Performance

Performance Requirement:

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

Acceptable Quality Level: 100% meet Standards

Surveillance Method: Ongoing Provider Performance Evaluation (OPPE) data pertinent to care performed for each provider working under this 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: Quarterly

Incentive: Positive Past Performance

Disincentive: Negative Past Performance,

4.6.4.2. Measure: Qualifications of Key Personnel

Performance Requirement: All contractors' physician(s) shall be Board Certified /Board Eligible in accordance with American Board of Surgery Standards.

Standard: All (100%) contractor's physician(s) are board certified.

Acceptable Quality Level: 100%.

Surveillance Method: Random Inspection of qualification documents

Frequency: Quarterly

Incentive: Favorable contractor performance evaluation.

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

4.6.4.3. Measure: Scope of Practice/Privileging

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

Surveillance Method: Random Inspection of records.

Frequency: Quarterly

Incentive: Favorable contactor performance evaluation.  
Disincentive: Unfavorable contractor performance evaluation.

4.6.4.4. 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 95% of the time

Surveillance Method: Periodic Sampling of Time and Attendance Sheets

Frequency: Quarterly

Incentive: Favorable contactor performance evaluation.

Disincentive: Unfavorable contractor performance evaluation

4.6.4.5. 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: Quarterly

Incentive: Favorable contactor performance evaluation.

Disincentive: Unfavorable contractor performance evaluation

4.6.4.6. 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: 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: Upon award of the contract and yearly following

Incentive: Favorable contactor performance evaluation.

Disincentive: Unfavorable contractor performance evaluation

4.6.4.7. 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: 90% completions.

Surveillance Method: Contractor shall provide evidence of initial completed training required by WVAMC and updates for yearly training thereafter to COR when completed and also periodic sampling.

Frequency: Quarterly

Incentive: Favorable contactor performance evaluation.

Disincentive: Unfavorable contractor performance evaluation

4.6.4.8. 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: 90% compliance.

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

Frequency: Quarterly

Incentive: Favorable contractor performance evaluation.

Disincentive: Unfavorable contractor performance evaluation

#### **4.6.5. Registration with Contractor Performance Assessment Reporting System**

- 4.6.5.1. 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 (FAPIS). FAPIS is a web-enabled application accessed via CPARS for Contractor responsibility determination information.
- 4.6.5.2. 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](http://www.cpars.gov) or if you have any questions, you may contact the Customer Support Desk @ DSN: 684-1690 or COMM: 207-438-1690.
- 4.6.5.3. 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.
- 4.6.5.4. Failure for the Contractor's representative to respond to the evaluation within those sixty (60) days, will result in the Government's evaluation being placed on file in the database with a statement that the Contractor failed to respond; the Contractor's representative will be "locked out" of the evaluation and may no longer send comments.

### **5. GOVERNMENT RESPONSIBILITIES**

- 5.1. VA Support Personnel, Services or Equipment: The WVAMC is responsible for providing the Contractor with all support staff, space, equipment, and maintenance of equipment in order to perform the essential functions of this service. This includes but is not limited to: 1 consultation room, computer with access to the hospital EMR, and 1 scheduler. Contractor shall utilize Government Equipment assigned to the department the Contractor provides services.
- 5.2. 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).

#### 5.2.1. CO RESPONSIBILITIES:

CO - Name/Address/Phone/email

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

#### 5.2.2. COR Responsibilities:

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

- 5.2.2.1. 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.
- 5.2.2.2. The COR will be responsible for monitoring the Contractor's performance to ensure all specifications and requirements are fulfilled. Quality Improvement data that will be collected for ongoing monitoring includes but is not limited to: enter data that may be collected.
- 5.2.2.3. The COR will maintain a record-keeping system of services by reviewing completed encounters or closed out appointments. The COR will review this data monthly when invoices are received and certify all invoices for payment by comparing the hours documented on the VA record-keeping system and those on the invoices. Any evidence of the Contractor's non-compliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.
- 5.2.2.4. The COR will review and certify monthly invoices for payment. If in the event the Contractor fails to provide the services in this contract, payments will be adjusted to compensate the Government for the difference.
- 5.2.2.5. 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.

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

## 6.2. Billing:

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

- 6.2.1.1. Name and Address of Contractor
- 6.2.1.2. Invoice Date and Invoice Number
- 6.2.1.3. Contract Number and Purchase/Task Order Number
- 6.2.1.4. Date of Service

- 6.2.1.5. Contractor's physician(s)
- 6.2.1.6. Hourly Rate
- 6.2.1.7. Quantity of hours worked
- 6.2.1.8. Total price

### 6.3. Vendor Electronic Invoice Submission Methods

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

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

### 6.4. Payment Adjustments/Performance Related Payment Deductions:

- 6.4.1. Invoices will be prorated for partial days/hours worked. The contractor shall be paid only for actual work performed onsite. Contract providers shall be responsible for reporting time worked accurately. The Contract shall be paid for actual hours performed.
  - 6.4.1.1. The contract shall be adjusted *at the end of the period of performance* (base or option year in accordance with actual performance).
- 6.5. Performance Deductions: If the contractor fails to meet the Acceptable Quality Level on any performance measure that references a deduction as a disincentive, the following method for calculating and applying the deduction shall be employed:
  - 6.5.1. The COR will prepare a contract discrepancy report and will notify the CO in the event the contractor failed to meet the AQL established for any performance measure. The CO will provide the contractor with the CDR and documentation (as appropriate) supporting the performance level of the contractor and the government's intent to apply the deduction in the following manner: *25% reduction* of monthly invoice in accordance with section (reference contract page and paragraph) under the Performance Measures. The 25% reduction shall be applied to the next invoice billed. The contractor has thirty (30) days to respond if the contractor wishes to provide evidence that the AQL was met or to assert that the government's action or inaction prevented the Contractor from reaching performance at the AQL. The Contracting Officer shall make the final determination regarding the deduction after reviewing the contractor's response.
- 6.6. 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.

6.6.1. 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.

6.6.2. 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.

**6.7. Contractor Security Requirements (Handbook 6500.6) -**

# Quality Assurance Surveillance Plan (QASP)

The contractor will be evaluated in accordance with the following:

## 1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored?
- How monitoring will take place.
- Who will conduct the monitoring?
- How monitoring efforts and results will be documented.

This QASP does not detail how the contractor accomplishes the work. Rather, the QASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the contractor through contract modification. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

## 2. GOVERNMENT ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

- a. Contracting Officer (CO) – The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

Assigned CO: Mark Knorr

Organization or Agency: NCO-04

- b. Contracting Officer's Representative (COR) – The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the contractor's performance. The COR shall keep a quality assurance file. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf.

Assigned COR: Michael Amos

Organization or Agency: Wilmington VAMC

## 3. CONTRACTOR REPRESENTATIVES

The following employee(s) of the contractor serve as the contractor's program manager(s) for this contract.

Primary: Michael Amos, Executive Assistant to the Chief of Staff/COR

Alternate: LaShaunda Isaac, Administrative Officer, Surgery

# Quality Assurance Surveillance Plan (QASP)

## 4. PERFORMANCE STANDARDS

**The contractor is responsible for performance of ALL terms and conditions of the contract.** CORs will provide contract progress reports quarterly to the CO reflecting performance on this plan and all other aspects of the resultant contract. The performance standards outlined in this QASP shall be used to determine the level of contractor performance in the elements defined. Performance standards define desired services. The Government performs surveillance to determine the level of Contractor performance to these standards.

The Performance Requirements are listed below in Section 6. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the standard and assign a rating. At the end of the performance period, these ratings will be used, in part, to establish the past performance of the contractor on the contract.

## 5. INCENTIVES/DEDUCTS

The Government shall use past performance as incentives. Incentives shall be based on ratings received on the performance standards (Inclusion of any monetary incentives requires approval through the Department's Senior Procurement Executive (SPE)).

## 6. METHODS OF QA SURVEILLANCE

Various methods exist to monitor performance. The COR shall use the surveillance methods listed below in the administration of this QASP.

a. DIRECT OBSERVATION. 100% surveillance

b. PERIODIC INSPECTION. Inspections scheduled and reported quarterly per COR delegation or as needed. For example, ten (10) randomly selected patient files will be reviewed per inspection period. All inspections and reports will be conducted in compliance with VA Privacy and Information security standards.

c. VALIDATED USER/CUSTOMER COMPLAINTS.

d. RANDOM SAMPLING. If this method is used, **define** what and how often it will be sampled. (For example, ten (10) randomly selected patient files will be reviewed per quarter. All reviews and reports will be conducted in compliance with VA Privacy and Information security standards.

e. Verification and/or documentation provided by Contractor. Review PWS and if this method of surveillance is selected, define how documentation will be verified and how assessment will be conducted. (For example, off-site contracts may require the contractor to provide information on services provided to patients).

## Quality Assurance Surveillance Plan (QASP)

### PERFORMANCE MEASURES

Measures	PWS Reference	Performance Requirement	Standard	Acceptable Quality Level	Surveillance Method	Incentive	Disincentive/Deduct
Provider Quality Performance	4.6.4.1.	All Contractor's physician(s) shall perform in accordance with clinical standards	100% of care provided within clinical standards of care	100%	OPPE	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation.
Qualifications of Key Personnel	4.6.4.2.	All Contractors' physician(s) shall have current board certified in accordance with AB Standards for orthopedic surgery.	All (100%) Contractor's physician(s) are board certified.	100%	Random Inspection of qualification documents	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation.
Scope of Practice/Privileging	4.6.4.3	Contractor's physician(s) perform within their individual scopes of practice/privileging	All (100%) Contractor's physician(s) perform within their scope of practice/privileges 100% of the time.	100% Contractor's physician(s) perform within their scope of practice/privileges 100% of the time.	Random Inspection of records.	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation.
Patient Access	4.6.4.4.	Contractor's physician(s) shall be available and in location as needed to properly perform tasks as specified.	All (100%) Contractor's physician(s) are on time and available to perform services.	Contractor's physician(s) are on-time and available to perform services 95% of the time	Periodic Sampling of Time and Attendance Sheets	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation
Patient Safety	4.6.4.5.	Patient safety incidents shall be reported using Patient Safety Report. All incidents reported immediately (within 24 hours.)	All (100%) of patient safety incidents are reported using Patient Safety Report within 24 hours of incident.	100% of patient safety incidents are reported using Patient Safety Report within 24 hours of incident.	Direct Observation	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation
Maintains licensing, registration, and certification	4.6.4.6.	Updated Licensing, registration and certification shall be provided as they are renewed. Licensing and registration	All (100%) licensing, registration(s) and certification(s) for Contractor's physician(s) shall	100% licensing, registration(s) and certification(s) for Contractor's physician(s) shall be provided as they are	Periodic Sampling and Random Sampling	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation.

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		information kept current.	be provided as they are renewed. Licensing and registration information kept current.	renewed. Licensing and registration information kept current. No acceptable deviation.			
Mandatory Training	4.6.4.7.	Contractor shall complete all required training per VAMC policy	All (100%) of required training is complete on time by Contractor's physician(s).	90%completions,	Periodic Sampling	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation
Privacy, Confidentiality and HIPAA	4.6.4.8.	Contractor is aware of all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA and complies with all standards Zero breaches of privacy or confidentiality	All (100%) Contractor's physician(s) comply with all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA	90%compliance;	Contractor shall provide evidence of annual training required by VAMC, reports violations per VA Directive 6500.6.	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation



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The table below is a sample that can be tailored – note that the table must identify where in the PWS the standards are found for monitoring performance. Check the MSO Customer Resource Center for approved mandatory QASPs.

### 7. RATINGS

Metrics and methods are designed to determine rating for a given standard and acceptable quality level. The following ratings shall be used:

<b>EXCEPTIONAL:</b>	<p>Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.</p> <p><b>Note:</b> To justify an <b>Exceptional</b> rating, you should identify <u>multiple</u> significant events in each category and state how it was a benefit to the GOVERNMENT. However a singular event could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.</p>
<b>VERY GOOD:</b>	<p>Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.</p> <p><b>Note:</b> To justify a <b>Very Good</b> rating, you should identify a significant event in each category and state how it was a benefit to the GOVERNMENT. Also there should have been NO significant weaknesses identified.</p>
<b>SATISFACTORY:</b>	<p>Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.</p> <p><b>Note:</b> To justify a <b>Satisfactory</b> rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. Also there should have been NO significant weaknesses identified.</p>
<b>MARGINAL:</b>	<p>Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.</p> <p><b>Note:</b> To justify <b>Marginal</b> performance, you should identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. A <b>Marginal</b> rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g. Management, Quality, Safety or Environmental Deficiency Report or letter).</p>
<b>UNSATISFACTORY:</b>	<p>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element being assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.</p> <p><b>Note:</b> To justify an <b>Unsatisfactory</b> rating, you should identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. However, a singular problem could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An <b>Unsatisfactory</b> rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g. Management, Quality, Safety or Environmental Deficiency Reports, or letters).</p>

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### **8. DOCUMENTING PERFORMANCE**

a. The Government shall document positive and/or negative performance. Any report may become a part of the supporting documentation for any contractual action and preparing annual past performance using CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR).

b. If contractor performance does not meet the Acceptable Quality level, the CO shall inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the CO shall document the discussion and place it in the contract file. When the COR and the CO determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to CO. The CO will in turn review and will present to the contractor's program manager for corrective action.

The contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the contractor has to present this corrective action plan to the CO. The Government shall review the contractor's corrective action plan to determine acceptability. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance and the acceptability of the Contractor's corrective action plan.

Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO. See Sample CDR below.

## Quality Assurance Surveillance Plan (QASP)

CONTRACT DISCREPANCY REPORT				
1. CONTRACT NUMBER		2. REPORT NUMBER FOR THIS DISCREPANCY		
3. TO: <i>(Contracting Officer)</i>		4. FROM: <i>(Name of COR)</i>		
5. DATES				
a. CDR PREPARED	b. RETURNED BY CONTRACTOR:	c. ACTION COMPLETE		
6. DISCREPANCY OR PROBLEM <i>(Describe in detail. Include reference to PWS Directive; attach continuation sheet if necessary.)</i>				
7. SIGNATURE OF COR				Date:
8. SIGNATURE OF CONTRACTING OFFICER				Date:
9a. TO <i>(Contracting Officer)</i>		9a. FROM <i>(Contractor)</i>		
10. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. <i>(Cite applicable quality control program procedures or new procedures. Attach continuation sheet(s) if necessary.)</i>				
11. SIGNATURE OF CONTRACTOR REPRESENTATIVE				Date:
12. GOVERNMENT EVALUATION. <i>(Acceptance, partial acceptance, reflection. Attach continuation sheet(s) if necessary.)</i>				
13. GOVERNMENT ACTIONS <i>(Acceptance, partial acceptance, reflection. Attach continuation sheet(s) if necessary.)</i>				
14. CLOSE OUT				
	NAME	TITLE	SIGNATURE	DATE
CONTRACTOR NOTIFIED				
COR				
CONTRACTING OFFICER				

# Quality Assurance Surveillance Plan (QASP)

## 9. FREQUENCY OF MEASUREMENT

- a. Frequency of Measurement. The frequency of measurement is defined in the contract or otherwise in this document. The government (COR or CO) will periodically analyze whether the frequency of surveillance is appropriate for the work being performed.
- b. Frequency of Performance Reporting. The COR shall communicate with the Contractor and will provide written reports to the Contracting Officer quarterly (or as outlined in the contract or COR delegation) to review Contractor performance.

## 10. COR AND CONTRACTOR ACKNOWLEDGEMENT OF QASP

SIGNED:

COR NAME/TITLE	DATE
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SIGNED:

CONTRACTOR NAME/TITLE	DATE
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