

## Performance Work Statement for Onsite Primary Care Physician Services

### 1. GENERAL:

- 1.1. Services Provided: The Contractor shall provide a Board Certified/Board Eligible Internal Medicine or Family Practice Primary Care Physician for on-site services in accordance with the specifications contained herein to beneficiaries of the Department of Veterans Affairs (VA), Erie VA Medical Center, Erie, PA.

The Contractor shall furnish all personnel to provide services necessary to perform onsite Primary Care Physician Services to eligible beneficiaries of the Department of Veterans Affairs Medical Center, Erie, PA (hereinafter referred to as VAMC). The contractor's physician(s)' care shall cover the range of internal medicine or family practice 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 the American Board of Internal Medicine (ABIM) – <http://www.abim.org/>.

One FTE is defined by VA as a minimum of 80 hours every two weeks and does not include holidays.

- 1.2. Place of Performance - Contractor shall furnish services at the Erie VA Medical Center, 135 East 38 Street, Erie, PA 16504.

Place of Performance: Physician services shall be provided on site at the Erie VA Medical Center, 135 East 38 Street, Erie, PA 16504.

- 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](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 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)

1.4.7. - 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. BLS: Basic Life Support

1.5.2. ABIM: American Board of Internal Medicine <http://www.abim.org/>.

1.5.3. CDC: Centers for Disease Control and Prevention

- 1.5.4. CDR: Contract Discrepancy Report
- 1.5.5. CEU: Certified Education Unit
- 1.5.6. CME: Continuing Medical Education
- 1.5.7. 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.
- 1.5.8. 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.
- 1.5.9. COS: Chief of Staff
- 1.5.10. CPARS: Contractor Performance Assessment Reporting System
- 1.5.11. CPRS: Computerized Patient Recordkeeping System- electronic health record system used by the VA.
- 1.5.12. 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.
- 1.5.13. DEA: Drug Enforcement Agency
- 1.5.14. FSMB: Federation of State Medical Boards
- 1.5.15. HHS: Department of Health and Human Services
- 1.5.16. HIPAA: Health Insurance Portability and Accountability Act
- 1.5.17. HR: Human Resources
- 1.5.18. ISO: Information Security Officer
- 1.5.19. 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.
- 1.5.20. 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).
- 1.5.21. Non-Contract Provider - any person, organization, agency, or entity that is not directly or indirectly employed by the Contractor or any of its subcontractors
- 1.5.22. NP: Nurse Practitioner
- 1.5.23. NPPEs: National Plan and Provider Enumeration System
- 1.5.24. PA: Physician Assistant
- 1.5.25. POP: Period of Performance
- 1.5.26. PPD: Purified Protein Derivative
- 1.5.27. PWS: Performance Work Statement
- 1.5.28. 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.

- 1.5.29. QA/QI: Quality Assurance/Quality Improvement
- 1.5.30. QM/PI: Quality Management/Performance Improvement
- 1.5.31. QASP: Quality Assurance Surveillance Plan
- 1.5.32. 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.
- 1.5.33. Veterans Integrated Services Network (VISN) : The regional oversight for the VA medical centers.
- 1.5.34. 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.
- 1.5.35. VetPro: a federal web-based credentialing program for healthcare providers.
- 1.5.36. 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 Erie VA Medical Center.

## 2. QUALIFICATIONS:

- 2.1. Staff/Facility: The Contractor shall be an established business that has at least three (3) years of experience providing temporary physicians to Government and Private Sector medical facilities. The Contractor will be required to demonstrate their ability to successfully provide a Primary Care physician who can meet fully the qualification requirements and the requirements of service. The medical center requires that at a minimum, the Primary Care physician have at least three (3) years' experience providing primary care in an outpatient setting.
  - 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 /Board Eligible in Internal Medicine or Family Practice and be currently certified in Basic Life Support (BLS). 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 Erie VAMC's 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.

- 2.1.3.2. The contractor shall submit applications for only those practitioners who can reasonably render the actual and complete performance of the contract. The submission of practitioners who lack the requisite qualifications, or who will not work at all, is unacceptable and will be considered a failure to perform.
- 2.1.3.3. The contractor shall provide the following information and documents to the COR for each provider to be credentialed:
- Current address, cell phone number, email address
  - SSN
  - DOB
  - Licenses held in all states, past and present
  - DEA Certificate
  - Proof of Malpractice Insurance
  - BLS Certificate
  - Board Certification if applicable
- 2.1.3.4. After receipt of the above documents the practitioners will be forwarded a credentialing packet by the Credentialing Coordinator. The practitioners will have five (5) calendar days to complete all paperwork and return the completed packet back to the Credentialing Coordinator via Overnight Mail. Documents included in the credentialing packet include:
- Declaration of Health signed by a physician unrelated to the practitioner by blood or marriage who can attest to practitioner's mental and physical health
  - Release of Information
  - Privileges
  - Medical Staff Bylaws attestation statement
- 2.1.3.5. The practitioners will be required to complete an electronic application on line with VetPro, the VA's electronic credentialing system. The following information will be needed to complete the electronic application.
- Names of professional schools, city and state, month and years attended, month and year of graduation, and type of diploma or degree.
  - Name of institutions, city and state, specialty, PG level, month and year attended, month and year of completion for all training subsequent to graduation from professional school.
  - The names of institutions, city and state, positions held and dates of appointments or employment since graduation from professional school. The practitioner will be asked to account for any gaps greater than 30 days.
  - The name, street, city, state, zip code, and telephone number of four people living in the United States who are not related to you by blood or marriage and who have been in a position to assess your professional performance during the past 5 years.
  - After all information has been entered into VetPro, the practitioner will download their application, print, review, complete, sign as indicated and return the original copy to the Credentialing Coordinator with other hard copy documents.
- 2.1.3.6. Applications for privileges will be screened through the National Practitioners Data Bank-Healthcare Integrity and Protection Data Bank (NPDB-HIPDB).
- 2.1.3.7. Professional staff appointments with clinical privilege actions will be based on review of documents listed above, in accordance with VHA Handbook 1100.19, Credentialing and Privileging. Re-appointment shall occur not less than every two years, in accordance with VHA Handbook 1100.19 paragraph 6g.
- 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 Bylaws, 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 (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.

*List all training required, frequency and associated time*

<i>Training</i>	<i>Frequency (once a year, etc)</i>	<i>Annual Hours</i>
<i>BLS</i>	<i>Every two years</i>	<i>4.0 hours</i>
<i>Privacy &amp; HIPPA Training</i>	<i>Every year</i>	<i>1.0 hour</i>
<i>VA Privacy &amp; Information Security Awareness and Rules of Behavior</i>	<i>Every year</i>	<i>1.0 hour</i>
<i>Pain Management</i>	<i>Every year</i>	<i>2.0</i>
<i>CPRS Provider Order Entry for Medication</i>	<i>1 time training only</i>	<i>3.0 hours</i>
<i>CPRS</i>	<i>1 time training only</i>	<i>2.0</i>

All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:

- Sign and acknowledge (electronically through TMS) understanding of and responsibilities for compliance with the *Contractor Rules of Behavior*, Appendix D relating to access to VA information and information systems;
- Successfully complete the *VA Cyber Security Awareness and Rules of Behavior* training and annually complete required security training electronically through TMS;
- Successfully complete the appropriate VA privacy training and annually complete required privacy training electronically through TMS; and

Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access *[to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]*

The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

- 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 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 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.
- 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 1 FTE. 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 Internal Medicine or Family Practice physicians are required to be on site on a daily basis is one, 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 Erie VA Medical Facility 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 one calendar day 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 one 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 three 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 full 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:**

3.1. VA Business Hours: Monday-Friday, 8A-4:30P, excluding Federal Holiday (Primary Care Clinic).

- 3.1.1. Patients must be seen by a contractor's physician(s) on-site at the Erie 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 Erie VAMC's clinic hours, Erie VAMC which will be established, and may be revised, as deemed appropriate for patient care by the Medical Director, Primary Care. Currently, normal clinic hours are Monday-Friday, 8A-4:30P.

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: Contractor will follow the Erie VAMC's policy, Medical Center Memorandum (MCM) 111-10, Clinical Cancellations. Any clinic cancellation requests will be forwarded to the Supervisor of the Clinic and the COR immediately.

- 3.3.1. Unless a state of emergency has been declared or clinics are otherwise cancelled by the Erie 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. These sign in/sign out sheets will be used by the COR to confirm hours/day provided against the contractor's invoices.
  
- 4.2. **Standards of Care:** The contractor's physician(s) care shall cover the range of Primary Care physician 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. 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)
  - 4.2.2. The professional standards of the Joint Commission (TJC)  
[http://www.jointcommission.org/standards\\_information/standards.aspx](http://www.jointcommission.org/standards_information/standards.aspx)
  - 4.2.3. 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](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2791) and all guidelines provided by the VAMC.
- 4.4. 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 Supervisor, Medical Records/Release of Information at the Erie VAMC, 135 East 38 Street, Erie, PA 16504.
- 4.5. Direct Patient Care: Estimated 90% of the time involved will be 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 Internal Medicine/Family Practice Primary Care Physician
- 4.5.2. Scope of Care: Contractor's physician(s) shall be responsible for providing Primary Care, including, but not limited to the provision of general medical care to all patients on the assigned panel during normal business hours. Primary Care services include longitudinal outpatient medical care for the purposes of prevention and detection of disease and subsequent management of medical conditions of veterans deemed eligible. The PCP is responsible for, but not limited to, evaluating and assessing patients, and consulting patients to specialists to the VA and to other facilities. The Contract physician is expected to comply with all relevant VA policies and procedures, including those related to quality, patient safety and performance. Examples of workload that can be appropriately managed in primary care are:

Hypertension	Depression
Ischemic heart disease	Anxiety
Hypercholesterolemia	Degenerative arthritis
Congestive heart failure	Respiratory infection
Cerebral vascular disease	Chronic Obstructive Pulmonary Disease (COPD)
Peripheral vascular disease	Urinary tract infection
Diabetes mellitus	Common dermatological conditions
Chronic pain	Acute wound management
Gastric disease	Skin ulcers (stasis and dermal)
Anemia	Male Genitourinary (GU) Issues
Stable chronic hepatic insufficiency	Cervical cancer screening
Constipation	Assessment of abnormal cervical pathology
Common optic and optic conditions	Preventative medicine screening and procedures
Basic diagnostic evaluation and tests for infertility	Osteoporosis
Breast cancer screening	Pharmacology during pregnancy and lactation
Evaluation and treatment of vaginitis	Evaluation of abnormal uterine bleeding
Amenorrhea and / or menstrual disorders	Menopause symptom management
Diagnosis of pregnancy and initial screening tests.	Crisis intervention; evaluate psychosocial wellbeing and risks, including issues

Evaluation and management of acute and chronic pelvic pain.	regarding abuse
Recognition and management of postpartum depression and postpartum blues.	Violence in women and intimate partner violence screening
Evaluation and management of breast symptoms (mass, fibrocystic breast disease, mastalgia, nipple discharge, mastitis, galactorrhea, mastodynia).	-personal and physical abuse -verbal and / or psychological abuse Preconception counseling

4.5.2.1. Patient Aligned Care Team (PACT): VHA has implemented a patient-centered medical home (PCMH) model at all VHA Primary Care sites; it is referred to as Patient Aligned Care Team (PACT). This initiative supports VHA's Universal Health Care Services Plan to redesign VHA healthcare delivery through increasing access, coordination, communication, and continuity of care. PACT provides accessible, coordinated, comprehensive, patient-centered care, in a team based environment that includes the active involvement of other clinical and non-clinical staff. PACT allows patients to have a more active role in their health care and is associated with increased quality improvement, patient satisfaction, and a decrease in hospital costs due to fewer hospital visits and readmissions.

4.5.2.2. PACT Pillars and Foundations: The Patient Aligned Care Team delivery model is predicated on a foundation of delivering care that is patient centered, team based and continuously striving for improvement. A systems redesign approach has been developed to help teams focus on important components of the model, including Patient Centered Care, Access, Care Management and Coordination, and Redesigning the Team and Work.

Enhance Patient Centered Care: Establishing a patient centered practice environment and philosophy as a core principle of PACT requires a knowledgeable staff and an engaged, activated patient and family. Clinic staff will be required to complete the following tasks in order to begin to implement Patient Centered Care:

Engage the patient and his/hers family in self-management and personal goal setting

- o Provide education pertinent to care needs and document the provision of that education.
- o Provide support on site to enroll patients in MyHealtheVet and Secure Messaging
- o Ensure staff is trained in self-management techniques, motivational interviewing, and shared decision making, as made available by VAMC.

4.5.2.3. Enhance Access to Care: PACT strives for superb access to care in all venues, including face to face and virtual care. Achievement of the following list requirements will assist Primary Care in achieving superb access for Veterans.

- o Face to Face Visit Access: Provide same day access for patients.

Enhance Care Management and Coordination of Care: Improving systems and processes associated with critical patient transitions, managing populations of patients and patients at high risk has proven to have a positive impact on quality, patient satisfaction and utilization of high cost services such as acute inpatient admissions, skilled nursing facility stays, and emergency department visits. CBOC staff should focus on the following actions to achieve improvements.

4.5.2.4. Clinic and Primary Care: Contractor's physician(s) shall provide clinical primary care services. Contractor's physician(s) shall be present on time for any scheduled clinics as documented by physical presence in the clinic at the scheduled start time.

4.5.2.5. Medications: Contractor's physician(s) shall follow all established medication policies and procedures. No sample medications shall be provided to patients.

4.5.2.6. Discharge education: Contractor's physician(s) shall provide discharge education and follow up instructions that are coordinated with the next care setting for all primary care patients.

4.5.2.7. **Critical Value Reporting and Recording:** The Contract physician will be required to respond to all calls from nurses in primary care for assessment of patients. All patient notes are to be completed using at all times the approved template in the electronic record. The contract physician is required to respond to all critical test results, to take appropriate action, and to document in the electronic medical record the critical test result and the action taken. The Contract Primary Care physician will review all imaging and abnormal lab results occurring or reported during his/hers tour of duty, take appropriate action, and document action taken in the electronic medical record. MCM 113-05, Communication of Critical Results for Laboratory Tests, dated 7/29/15 will be followed for guidelines for communication of critical laboratory test results

4.5.2.8. **Electronic Medical Record Documentation:** The Erie VAMC utilizes a complete Computerized Electronic Medical Record via VA's Computerized Patient Record System (CPRS). The Primary Care physician will be required to complete training before seeing any patients or utilizing CPRS and will then be required and expected to utilize CPRS for all documentation of patient care provided. The Erie VAMC's documentation requirement is extensive, and, without exception CPRS, must be utilized. All encounter completion and documentation must be completed prior to the Primary Care physician leaving the medical center each day at the end of his/hers shift. Medical Record documentation includes but is not limited to the following areas of patient care:

- The Primary Care physician shall complete appropriate progress note documentation in CPRS following assessment and reassessment of each patient under his/hers care.
- The electronic encounter form must be completed by the Primary Care Physician.

4.5.2.9 **Clinic Care:** Contractor's physician shall provide clinical primary care services. Contractor's physician shall be present on time for all scheduled clinics as documented by physical presence in the clinic at the scheduled start time.

4.5.2.10 Approximate daily workload is as follows (and is subject to change):

Follow-up/Established Patient visits: 9  
 Initial Patient visits: 1  
 PACT Phone visits: 1  
 Open Access for Walk-ins: 1

4.5.3. **ADMINISTRATIVE:** Estimated 10% of time not involved in direct patient care

4.5.3.1. **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's Medical Director, Primary Care, 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>
<i>Clinic Huddle</i>	<i>Daily</i>	<i>.25 daily</i>

4.5.3.2. **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>Primary Care Business Meeting</i>	<i>Monthly</i>	<i>1.0 monthly</i>

<i>Business Meeting of the Medical Staff</i>	<i>Quarterly</i>	<i>1.0 quarterly</i>
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4.5.3.3. 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: 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.

4.6.2. 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: Providers provide quality care for all services in accordance with standards outlined in PWS.

Standard: OPPE documentation for all (100%) physicians providing services under the contract. The physician will meet (100%) of the Standards.

Acceptable Quality Level: 100% meet Standards

Surveillance Method: Ongoing Provider Performance Evaluation (OPPE) data pertinent to care performed for each physician 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 Review

4.6.4.2. Measure: Qualifications of Key Personnel

Performance Requirement: All contractor's physician(s) shall be Board Certified or Board Eligible in Internal Medicine and/or Family Practice in accordance with PWS requirements.

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

Acceptable Quality Level: 100% No deviations accepted.

Surveillance Method: Random Inspection of qualification documents and credentialing review.

Frequency: At time of medical staff appointment and subsequent biannual renewal.

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

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 100% of the time

Surveillance Method: Periodic Sampling of Time and Attendance Sheets

Frequency: Weekly

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

Surveillance Method: Direct Observation

Frequency: Weekly

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.

Surveillance Method: Periodic Sampling and Random Sampling

Frequency: Quarterly

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: 100% completions.

Surveillance Method: Periodic Sampling

Frequency: Annually

4.6.4.8. Measure: Privacy, Confidentiality and HIPAA

Performance Requirement: 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.

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.

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

Frequency: Annually

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 contractor will be required to work in an outpatient primary care clinic setting.

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: Kimberly Popowski, Administrative Officer, Clinical Services (814) 860-2075.

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.

- 5.2.2.1. 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.
- 5.2.2.2. The COR will maintain a record-keeping system of services by utilizing various electronic data bases. 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.
- 5.2.2.3. 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.
- 5.2.2.4. 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.

**NOTE TO CONTRACTING:** these items must be described in 52.212-1 Addendum to Instructions to Offerors

<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
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
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 a properly prepared invoice must be submitted no later than the 20th workday of the month. If the COR refuses an invoice due to incorrect billing, subsequent changes or corrections to the monthly invoice shall be resubmitted by the vendor with a corrected 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. The Contract may contact FSC at the phone number or email address listed below with any questions about the e-invoicing program or OB10:

6.3.2.1. OB10 e-Invoice Setup Information: 1-877-489-6135

6.3.2.2. OB10 e-Invoice email: [VA.Registration@ob10.com](mailto:VA.Registration@ob10.com)

6.3.2.3. FSC e-Invoice Contact Information: 1-877-353-9791

6.3.2.4. FSC e-invoice email: [vafscshd@va.gov](mailto:vafscshd@va.gov)

6.4. Payment Adjustments:

6.4.1. Invoices will be prorated for partial days/hours worked. The contractor shall be paid only for actual work performed on-site. 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 in accordance with actual performance.

6.5. 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.

6.5.1. 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.

6.5.2. 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.

6.6. Contractor Security Requirements (Handbook 6500.6) –

6.7. Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

6.8. All General/Prime Contractor employees to include subcontractor personnel who require unsupervised/unescorted, logical and/or physical access to the Department of Veterans Affairs facilities, computer systems or have access to sensitive information shall be the subject of a background investigation. Contractor personnel performing work under any contract shall satisfy all requirements for appropriate security eligibility in dealing with access to sensitive information and information systems belonging to or being used on behalf of the Department of Veterans Affairs.

6.9. Risk levels and the Personal Identity Verification (PIV) program will determine what level of investigation is required. At a minimum a Special Agreement Check (SAC) will be required for all contractor personnel prior to performing services under any resulting contract requiring unsupervised/unescorted logical and/or physical access to the facility or having access to sensitive information.

6.10. Position Sensitivity - The position sensitivity has been designated as **Low Risk**.

6.11. Background Investigation - The level of background investigation commensurate with the required level of access is **NACI (low risk)**.

6.12. Non-citizen contract personnel appointed to low risk positions will be subject to a National Agency Check with Law Enforcement and Credit Check (**NACLC**).

6.13. The General/Prime Contractor shall submit to the Contracting Officer and Contracting Officer's Representative (COR) within five (5) business days after award of contract a list of personnel including subcontractor's personnel who will be performing work on the contract. The list will include

a brief description of the work to be performed and degree of access to information management systems and if remote access will be required. The Contractor will update and submit the list anytime changes are made in the level of access or personnel performing work on the contract.

6.14. Contractors who have a current favorable background investigation conducted by another Federal agency may be accepted through reciprocity. Information substantiating a current favorable background installation will be submitted to the Contracting Officer and Contracting Officer's Representative (COR will submit this information to HR for submission/validation with the Security and Investigation Center (SIC)). Members of the SIC staff will coordinate verification of existing favorable background investigations. Furthermore contractor may utilize a private investigating agency if such agency possesses an OPM and Defense Security Service certification. A Cage Code number of the private investigating agency must be provided to the VA Office of Security and Law Enforcement/Security and Investigation Center staff.

6.15. The Department of Veterans Affairs in conjunction with Office of Personnel Management (OPM) at the request of the General/Prime Contractor may execute the required background investigation for contractor personnel employees to include subcontractor's personnel performing services under this contract. The General/Prime Contractor shall bear the expense of the background investigations initiated/scheduled regardless of the final adjudication determination. The VA facility will pay for investigations conducted by the Office of Personnel Management (OPM) in advance. In these instances, the General/Prime Contractor will reimburse the VA facility within 30 days of receiving the Bill of Collections from the VA. A Bill of Collections shall be generated by the VA after the investigation has been initiated/scheduled. We have determined this contract requires the following level of investigations and associated costs (per person): NACI \$125; MBI \$752; and BI \$3,189.

6.16. The amounts stated above are estimated prices based on previous pricing and are subject to periodic price changes as established by the OPM in Federal Investigations Notices. Contractors shall be billed per OPM/SIC guidelines and should anticipate periodic increases. All fee schedule questions should be directed to the SIC at 501-257-4031 or [vhalitsiccontracting@va.gov](mailto:vhalitsiccontracting@va.gov)

6.17. Based on COR completion (in consultation with the Contractor) and submission of VA Form 2280 Position Risk and Sensitivity Level Designation (or replacement form), COR will determine level of background investigation required for all applicable personnel and will submit a background investigation request through HRM to the Security and Investigation Center and receive access to the Contractor Request Database (CRD) located at <https://vaww.letc.little-rock.med.va.gov/>. Upon receipt, the CRD will automatically generate an e-mail notification identifying the web site link that includes detailed instructions regarding completion of the application process and what level of background was requested.

6.18. For all contractor personnel requiring a National Agency Check with Written Inquiries (NACI) or higher background Investigations the contractor shall submit to the Security Investigations Center (SIC), the completed background investigation packet. Completed packages must be submitted promptly and in sufficient time to meet the contract performance or delivery schedule. If a delay is due to the failure of the Contractor to provide a complete application as soon as practicable after contract award, this delay shall not excuse the Contractor from meeting the contract performance or delivery schedule and may result in termination for default.

6.19. The contractor is encouraged to have its employee immediately download the background investigation packet from [http://www.va.gov/vabackground\\_investigations](http://www.va.gov/vabackground_investigations) upon notification of contract award. Contract performance shall not commence prior to confirmation from the SIC that the investigative documents have been submitted. The SIC will notify the VA and the contractor upon receipt of the appropriate investigative documents. The investigation is not considered initiated until the contract employee submits his/her completed package to the SIC and it is accepted. The Contractors may be granted access prior to receiving final adjudication of the employee's background investigations.

6.20. The VA Security Investigations Center will notify the VA and Contractor after adjudicating the results of the background investigations received from OPM. Final adjudication results may take up to six months but are normally received within 90 days after submission.

6.21. The General/Prime Contractor will be responsible for the actions of individuals performing work for the VA under this contract. In the event that damages arise from work performed by contractor-provided personnel, under the auspices of this contract, the General/Prime Contractor will be responsible for all resources necessary to remedy the incident.

6.22. The Contractor, when notified of an unfavorable determination, will withdraw the employee from consideration from working under the contract.

6.23. Failure to comply with the Contractor Personnel Background Investigation Requirements section shall result in termination of the contract for default.

6.24. Failure to comply with the Contractor Personnel Background Investigation Requirements section shall result in termination of the contract for default.

## **7. VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE:**

7.1 A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

7.2 All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

7.3 The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

7.4 The C&A requirements do not apply, and that a Security Accreditation Package is not required.

## **8. VA INFORMATION CUSTODIAL LANGUAGE:**

8.1 Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

8.2 If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

8.3 Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

8.4 Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

## **9. SECURITY INCIDENT INVESTIGATION:**

9.1 The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.

9.2 To the extent known by the contractor/subcontractor, the contractor/subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

## **10. LIQUIDATED DAMAGES FOR DATA BREACH:**

10.1 Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract. However, it is the policy of VA to forgo collection of liquidated damages in the event the contractor provides payment of actual damages in an amount determined to be adequate by the agency.

10.2 Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

10.2.1 Notification

10.2.2 One year of credit monitoring services consisting of automatic daily monitoring of at least three relevant credit bureau reports.

10.2.3 Data breach analysis

10.2.4 Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution.

10.2.5 One year of identity theft insurance with \$20,000 coverage at \$0 deductible; and

10.2.6 Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

# Quality Assurance Surveillance Plan (QASP)

## Primary Care Physician Services

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: < Government will enter name >

Organization or Agency:

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: Kimberly Popowski, Administrative Officer, Clinical Services (Primary COR)  
Joanne Camp, RN, Supervisor, CBOCs (Alternate COR)

Organization or Agency: Veterans Affairs Medical Center, Erie, PA 16504

### 3. CONTRACTOR REPRESENTATIVES

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

Primary:

Alternate:

# 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. METHODS OF QA SURVEILLANCE

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



## Quality Assurance Surveillance Plan (QASP)

### 5.SAMPLE QASP PERFORMANCE REPORT

DATE: \_\_\_\_\_

Measures	PWS Reference	Performance Requirement	Standard	Acceptable Quality Level	Surveillance Method	Met AQL/DID NOT MEET AQL-CPAR RATING/ADD COMMENTS
1 - Provider Quality Performance	4.6.4.1.	Providers provide quality care for all services in accordance with standards outlined in PWS.	Ongoing Provider Performance Evaluation (OPPE) documentation for all (100%) physician providing services under the contract. A physician will meet (100%) of the Standards.	<u>Level:</u> 100% meet Standards	Ongoing Provider Performance Evaluation (OPPE) data pertinent to care performed for each physician working under this contract. OPPE quarterly data will review the following elements: <ul style="list-style-type: none"> <li>● Patient Care Performance</li> <li>● Medical/Clinical Knowledge</li> <li>● Practiced Based Learning and Improvement</li> <li>● Interpersonal and Communication Skills</li> <li>● Professionalism</li> <li>● System Based Practice</li> </ul>	
2 - Qualifications of Key Personnel	2.1; 2.9; 4.6.4.2.	Contractor's physician (s) shall have current board certification (Board Certified/Board Eligible in Internal Medicine or Family Practice) in accordance with PWS requirements.	All (100%) Contractor's physician(s) are board certified or board eligible.	All (100%) Contractor's physician(s) are board certified or board eligible.	Random inspection of qualification documents and Credentialing Review.  At time of medical staff appointment and subsequent biannual review	
3 - 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.	Credentialing Review and quarterly review	
4- Patient Access	3.1.1; 4.6.4.4.	Contractor's shall provide physician in accordance with the operating hours and VA clinic scheduled outlined in the PWS.	All (100%) Contractor's physician(s) are on time and available to perform services.	All (100%) Contractor's physician (s) is on time and available to perform services.	Weekly periodic Sampling of Time and Attendance Sheets	
5 - Patient Safety	4.6.4.5.	Patient safety incidents shall to 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.	Contractor's physician reports incidents within 24 hours 100% of the time using Patient Safety Report	Direct Observation and weekly	

## Quality Assurance Surveillance Plan (QASP)

Measures	PWS Reference	Performance Requirement	Standard	Acceptable Quality Level	Surveillance Method	Met AQL/DID NOT MEET AQL-CPAR RATING/ADD COMMENTS
6 - Maintains licensing, registration, and certification	2.2.1; 4.6.4.6.	Updated Licensing, registration and certification shall be provided as they are renewed. Licensing and registration information kept current.	All (100%) licensing, registration(s) and certification(s) for Contractor's physician (s) (s) shall be provided as they are renewed. Licensing and registration information kept current.	100% of licensing, registration(s) and certification(s) for physicians shall be provided as they are renewed. Licensing and registration information kept current.	Credentialing Review and random sampling; quarterly	
7 - Mandatory Training	2.1.6; 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).	100% completion of mandatory training	Periodic Sampling; annually	
8 - Privacy, Confidentiality and HIPAA	4.3.3; 4.3.4; 4.4 4.6.4.8.	Contractor is aware of all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA and complies with all standard; 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.	100% completions	Periodic sampling/annual; Contractor shall provide evidence of annual training required by VAMC, reports violations per VA Directive 6500.6.	
9. Timely Invoicing	6.2.1	The invoice must be submitted no later than the 20 <sup>th</sup> workday of the following month, as described in PWS. Vendor shall provide itemized invoice.	All itemized monthly invoices to be provided by the 20 <sup>th</sup> workday of each month primary care services are delivered.	100%	Inspection of monthly invoices.	

## Quality Assurance Surveillance Plan (QASP)

### 7. CPAR RATINGS ASSIGNED TO QASP ITEMS:

Metrics and methods are designed to determine rating for a given standard and acceptable quality level. The following ratings shall be used (Reference: CPARS User Manual <https://www.cpars.gov/pdfs/CPARS-Guidance.pdf> p. A2-1):

<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>

# Quality Assurance Surveillance Plan (QASP)

## 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 Report (CR), 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 CR in writing. The CR will specify if the contractor is required to prepare an action plan to document how the contractor shall correct the identified issue and avoid a recurrence. The CR will also state how long after receipt the contractor has to present this action plan to the CO. The Government shall review the contractor's action plan. 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 action plan.

Any CRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO. See Sample CR on following page.

## 9. COR AND CONTRACTOR ACKNOWLEDGEMENT OF QASP

SIGNED:

\_\_\_\_\_  
KIMBERLY A. POPOWSKI  
Administrative Officer, Clinical Services  
Contracting Officer Representative

DATE

SIGNED:

\_\_\_\_\_  
CONTRACTOR NAME/TITLE

DATE

## Quality Assurance Surveillance Plan (QASP)

CONTRACT REPORT				
1. CONTRACT NUMBER		2. REPORT NUMBER FOR THIS ISSUE		
3. TO: <i>(Contracting Officer)</i>		4. FROM: <i>(Name of COR)</i>		
<b>5. DATES</b>				
a. CR PREPARED	b. RETURNED BY CONTRACTOR:		c. ACTION COMPLETE	
6. Issue Identified: <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 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.				
13. GOVERNMENT ACTIONS				
<b>14. CLOSE OUT</b>				
	NAME	TITLE	SIGNATURE	DATE
CONTRACTOR				

## Quality Assurance Surveillance Plan (QASP)

NOTIFIED COR				
CONTRACTING OFFICER				