

## **Attachment – I – Performance Work Statement**

### **PERFORMANCE WORK STATEMENT**

**Primary Care Physician / North Texas  
Healthcare System, 4500 South Lancaster  
Road  
Dallas, Texas**

#### **1. GENERAL**

- 1.1. Health Care Resources Services are to be provided to the VA North Texas Healthcare System, 4500 South Lancaster Road, Dallas, Texas.
- 1.2. Contractor will provide Orthopedics services as specified herein for eligible veterans.
- 1.3. Provide services and documentation in accordance with current Medical Center and VHA policy. Documentation shall meet VA and JC compliance guidelines. VA North Texas Medical Staff Bylaws is available electronically via the attachment in Section D:

**See Attachment G– S02 Medical Staff By Laws and Rules Regulations (Section D of this solicitation)**

#### **2. RESPONSIBILITIES**

##### **2.1. Orthopedics Surgery:**

- 2.1.1. Participate in the implementation of an effective plan to monitor and evaluate the quality and appropriateness of care and treatment of patients, including inter-departmental reviews.
- 2.1.2. Provide appropriate level of clinical guidance to mid-level providers in the specialty.
- 2.1.3. Enter inpatient and outpatient workload into Computerized Patient Record System (CPRS) at the time of the patient encounter/appointment.
- 2.1.4. Ensure on-time arrival and ongoing presence of practitioners in clinics and the Operating Room as required by their schedules, tours, and assignments.
- 2.1.5. Orthopedics experience that consists of the following:
  - Shoulder experience
  - Sports medicine experience

##### **2.2. Operating Room:**

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- 2.2.1. Perform scheduled operating room procedures according to Operating Room Schedule and delineated privileges. Changes in the Operating Room Schedule must be requested and justified in writing to the VA Chief of Surgery or designee.
- 2.2.2. Complete and sign a preoperative attending note detailing the surgeon's interaction with the patient, the indications for surgery, and the planned procedures prior to any operative procedure.
- 2.2.3. Ensure cancellations are avoided due to inadequate or incomplete work-ups or not done or an incomplete informed consent progress note in iMed according to Medical Center policy. If iMed is unavailable, the contractor shall document the consent progress note manually. Reference VA Medical Center Policy via the attachment in Section D.

**See Attachment H – S02 VANTHCS Memorandum Number 11-04 (Section D of this solicitation)**

- 2.2.4. Ensure Operative Reports are dictated immediately after surgery and signed within 24 hours of transcription. Complete an immediate post-operative note (preliminary operative note) upon completion of the operation or procedure, before the patient is transferred to the next level of care.

### **2.3. Outpatient Care:**

- 2.3.1. Mid-level practitioners will conduct clinics under the direction, control and supervision of an attending staff physician who shall be available at all times during the scheduled clinic.
- 2.3.2. In accordance with hospital policy, a 30-day written notice to the Surgery Service Chief is required when a clinic is to be cancelled. Cancellations shall be kept to a minimum as determined with input from Surgery Service Chief.

### **2.4. Inpatient Care:**

- 2.4.1. Physician's signature is required to assure medical record completion as soon as possible but no more than 30 calendar days after discharge. The physician is responsible for completion of undictated/unsigned history and physicals, discharge summaries, and operative notes.
- 2.4.2. Surgeon must be available to sign necessary forms for patients being transferred to other facilities and/or the Community Living Center (CLC) and home health certifications.

### **2.5. On-Call Coverage:**

- 2.5.1. Contractor shall be available to provide one-third of the Orthopedics after hours and weekend on-call coverage.
- 2.5.2. On-call duty is from 5:00 p.m. to 7:00 a.m. weekdays ( Not to exceed 1254 hours in a 6 months period).

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- 2.5.3 The 24-hour call is on weekends and Federal holidays.
- 2.5.4 Weekend call is from 5:00 p.m. Friday to 7:00 a.m. Monday.
- 2.5.5 The On-Call schedule shall be accomplished two weeks in advance for the next month.
- 2.5.6 On call rotation would not require presence in the facility, except when a contact (call) was made, necessitating the provider's presence to attend to a patient need.
- 2.5.7 Call back response time is within 15 minutes of notification, if no call back response is received within 15 minutes, the section chief shall be notified.
- 2.5.8 The providers shall be present at the VA within 60 minutes of the call for his/her presence.

### **2.6. Medical Record Documentation Requirements**

2.6.1. Contractor shall be required to comply with medical record documentation as outlined in sections 2.2, 2.3, 2.4, VANTHCS Memorandum 04D-09 Authorization For Medical Entries And Document Completion Requirements (reference link to document via icon below), and VANTHCS Medical Center Bylaws and Rules and Regulations (reference link to electronic document listed above in section 1.3). All encounters are properly completed with necessary coding and electronic signature. Contractor is to ensure all errors on encounters are completed by close of business. Electronic Medical Record access codes and passwords will be maintained and all required VA training completed.

**See Attachment I – S02 VANTHCS Memorandum Number 04D-09 (Section D of this solicitation)**

- 2.6.2. Ensure completion of an abbreviated discharge summary or discharge progress note for inpatient stays of 48 hours or less and for patients admitted to 23-hour observation.
- 2.6.3. All inpatient deaths and irregular discharges require a discharge summary be completed within 48 hours.

### **3. QUALIFICATIONS:**

3.1. Physicians assigned by the Contractor to perform the services covered by this contract shall be board certified or eligible in their surgical subspecialty in a State, Territory, or Commonwealth of the United States or the District of Columbia. In addition, physicians must be privileged and credentialed by the VA Hospital. The following documents are available electronically that describe the credentialing process:

VHA Handbook 1100.17 National Practitioner Data Bank Reports

VHA Handbook 1100.18 Reporting And Responding To State Licensing Boards

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VHA Handbook 1100.19 – Proceeds:

[https://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2910](https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2910)

### 4. WORK HOURS:

4.1. The services covered by this contract shall be furnished by the contractor as defined herein. The contractor will not be required, except in emergency, to furnish such services on a national holiday or during off-duty hours as described below.

4.2. The following terms have the following meanings:

#### 4.2.1. Business Hours

4.2.1.1. Business hours are defined as Monday through Friday (7:00 a.m. to 5:00 p.m.)

4.2.1.2. Actual hours required for performance of this contract will be mutually agreed to by both the using service and the contractor

4.2.1.3. Clinic and OR Coverage scheduling shall be accomplished in advance by mutual agreement.

4.2.1.4. Changes to the schedule shall only be made with the concurrence of the Chief of Surgical Services.

4.2.1.5. On-call hours are defined in paragraph 2.5.

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

- New Year's Day
- Washington's Birthday
- Martin Luther King's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving
- Christmas

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- Any other day specifically declared by the President of the United States to be a national holiday.

4.2.2.1. Contractor shall provide coverage for all other weekdays not designated as a Federal Holiday

4.2.2.2. The VANTHCS shall provide 30-day notice to the contractor of clinic cancellations due to mandated training and other functions.

### **5. GENERAL**

5.1. The services specified in this contract may be only changed in writing and by a written bilateral modification to this contract by the Contracting Officer.

### **6. MEDICAL RECORDS (Apr 2010)**

- 6.1. A contractor providing healthcare services to VA patients shall be considered as part of the Department Healthcare Activity and shall comply with the Privacy Act, Title 5 U.S.C. § 522a and Title 38 U.S.C. §§ 5701, 5705, and 7332 as well as 45 C.F.R. Parts 160, 162, and 164 (Health Insurance Portability and Accountability Act). Contractor and its employees may have access to patient medical records: however, the contractor must obtain permission from the VA before disclosing any patient 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 and his employees.
- 6.2. Subject to the applicable confidentiality laws, the contractor may have access to VA records at the VA's place of business. 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.
- 6.3. 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. Treatment and administrative patient records generated by this contract or provided to the contractor by the VA are covered by the VA system of records entitled 'Patient Medical Records-VA (24VA19).
- 6.4. Medical record entries shall be legible and maintained in detail consistent with good medical and professional practices so as to facilitate internal and external peer reviews, medical audits and follow-up treatments. Copies of received medical information shall be authenticated (signed) copies.
- 6.5. The 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. The contractor

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shall deliver all final patient records, correspondence, and notes to the VA within twenty-one (21) calendar days after the contract expiration date.

6.6. Release of Information: The VA shall maintain control of releasing any patient medical information and will follow policies and standards as defined, but not limited to Privacy Act requirements. In the case of the VA authorizing the contractor to release patient information, the contractor in compliance with VA regulations, and at his/her own expense, shall use VA Form 3288, Request for and Consent to Release of Information from Individual's Records, to process "Release of Information Requests." In addition, the contractor shall be responsible for locating and forwarding records not kept at their facility. The VA's Release of Information Section shall provide the contractor with assistance in completing forms. Additionally, the contractor shall use VA Form 10-5345, Request for and Authorization to Release Medical Records or Health Information, when releasing records protected by 38 U.S.C. 7332. Treatment and release records shall include the patient's consent form. Completed Release of Information requests will be forwarded to the VA Privacy Officer at the following address:

VA North Texas Health Care System

Attn: Privacy Officer (00)

4500 S. Lancaster Rd

Dallas, TX 75216

(214) 857-1432

## **7. PERSONNEL POLICY:**

7.1. The contractor shall be responsible for protecting the personnel furnishing services under this contract. To carry out this responsibility, the contractor shall provide the following for these personnel:

- Worker's compensation
- Professional liability insurance
- Health examinations
- Income tax withholding, and
- Social security payments

7.2. The parties agree that such personnel shall not be considered VA employees for any purpose and shall be considered employees of the contractor.

## **8. BILLING:**

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- 8.1. Supporting documentation and invoices must be submitted no later than the 20th workday of the month. Subsequent changes or corrections shall be submitted by separate invoice.
- 8.2. Support documentation for invoices will be provided to the COR in accordance with HIPAA, Joint Commission, and any other applicable PHI handling regulations and will include, at a minimum, contract number, patients' names, CPT codes of services rendered, level of supervision, and name of attending surgeon who performed the procedure. Invoicing will be based on negotiated Medicare rates for each CPT code specified herein. The COR shall validate services billed against services received based on information available in CPRS.
- 8.3. Monthly billings will be sent to the following addresses:
  - 8.3.1. Department of Veterans Affairs  
  
Financial Services Center  
  
PO Box 149971  
  
Austin, TX 78714-8971  
  
With one copy submitted directly to:  
  
VA North Texas Health Care System  
  
Attn: Administrative Officer (112)  
  
4500 S. Lancaster Rd  
  
Dallas, TX 75216
  - 8.3.2. Contractor shall not under any circumstances charge VA beneficiaries or their insurance companies 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.

## **9. CREDENTIALING AND PRIVILEGING (Feb 2010)**

- 9.1. Credentialing and privileging will be done in accordance with the provisions of VHA Handbook 1100.19. This Veterans Health Administration (VHA) Handbook provides updated VHA procedures regarding credentialing and privileging, to include incorporating: VHA policy concerning VetPro; the Expedited Medical Staff Appointment Process; credentialing during activation of the facility Disaster Plan; requirements for querying the Federation of State Medical Boards (FSMB); credentialing and privileging requirements for Telemedicine and remote health care; clarifications for the Summary Suspension of Privileges process in order to ensure both patient safety and practitioner rights; and the credentialing requirements for physician assistants (PAs) and advanced practice registered nurses (APRNs).

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- 9.2. The credentialing, but not privileging, requirements of this Handbook apply to physicians, dentists, and other practitioners allowed by law and the facility to practice independently who are assigned to Research or administrative positions not involved in patient care.
- 9.3. Physicians assigned by the Contractor to work at the VA will be required to report specific patient outcome information, such as complications, to the Service Chief. Quality improvement data provided by the physicians and/or collected by the Service will be used to analyze individual practice patterns. The Service Chief will utilize the data to formulate recommendations for the Professional Standards Board to consider in the renewal of clinical privileges.

### **10. KEY PERSONNEL AND TEMPORARY EMERGENCY SUBSTITUTIONS:**

- 10.1. The contractor shall provide the Contracting Officer and the COR a list of Key Personnel and their National Provider Identifier (NPI) upon award of the contract and at the exercise of any option on this contract.
- 10.2. During the first ninety (90) 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 Contracting Officer, in writing, within 15 calendar days after the occurrence of any of these events and provided the information required by paragraph (c) below. After the initial 90-day period of the contract the contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- 10.3. 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 Contracting Officer. Proposed substitutes shall have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the contractor within 15 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.
- 10.4. For temporary substitutions where the key person will not be reporting to work for three (3) consecutive work days or more, the contractor will provide a qualified 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.

### **11. GENERAL INFORMATION SECURITY REQUIREMENTS (Feb 2010)**

- 11.1. All information and records provided to Contractor by VA, in whatever medium, as well as all information and documents, including drafts, emails, back-up copies, hand-written notes and copies that contain such information and records gathered or created by Contractor (collectively referred to as “VA information”) in the performance of this contract, regardless of storage media, are the exclusive property of VA. Contractor does not retain any property



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interest in these materials, and will not use them for any purpose other than performance of this contract.

- 11.2. Upon completion or termination of the contract, Contractor will either provide all copies of all VA information to VA or certify that it has destroyed all copies of all VA information as required by VA in a method specified by VA, at VA's option. Medical records of any kind including notes shall be returned to the VA. The Contractor will not retain any copies of VA information. Where immediate return or destruction of the information is not practicable, Contractor will return or destroy the information within 30 days of completion or termination of the contract. All provisions of this contract concerning the security and protection of VA information that is the subject of this contract will continue to apply to VA information for as long as the Contractor retains it, regardless of whether the contract has been completed or terminated.
- 11.3. Prior to termination or completion of this contract, Contractor will not destroy VA information received from VA or gathered or created by Contractor in the course of performing this contract without prior written approval by VA.
- 11.4. Contractor will receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in accordance with the terms of this contract and applicable federal and VA information confidentiality and security laws, regulations and policies.
- 11.5. The Contractor shall not make copies of VA information except as necessary to perform this agreement or to preserve electronic information stored on Contractor electronic storage media for restoration in case any electronic equipment or data used by the Contractor needs to be restored to an operating state.
- 11.6. Contractor shall provide access to VA information only to employees, subcontractors, and affiliates only: (1) to the extent necessary to perform the services specified in this Contract, (2) to perform necessary maintenance functions for electronic storage or transmission media necessary for performance of this contract, and (3) only to individuals who first satisfy the same conditions, requirements and restrictions that comparable VA employees must meet in order to have access to the same VA information. These restrictions include the same level of background investigations, where applicable.
- 11.7. Contractor will store, transport or transmit VA information only in an encrypted form, using an encryption application that meets the requirements of FIPS 140-2, and is approved for use by VA.
- 11.8. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor may use and disclose VA information only in two other situations: (i) in response to an order of a court of competent jurisdiction, or (ii) with VA's prior written authorization. The contractor will refer all requests for, demands for production of, or inquiries about, VA information to VA for response.

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- 11.9. If VA information subject to the contract includes information protected by 38 USC 7332, or 5705, include the following after the last sentence of the paragraph immediately above:  
Contractor shall not release information protected by either 38 USC 5705 or 7332 in response to a court order, and shall immediately refer such court orders to VA for response.
- 11.10. Prior to any disclosure pursuant to a court order, the Contractor shall promptly notify VA of the court order upon its receipt by the Contractor, provide VA with a copy by fax or email, whichever is faster, and notify by telephone the VA individual designated in advance to receive such notices. If the Contractor cannot notify VA before being compelled to produce the information under court order, the Contractor will notify VA of the disclosure as soon as practical and provide a copy of the court order, including a copy of the court order, a description of the records provided pursuant to the court order, and to whom the Contractor provided the records under the court order. The notice will include the following information to the extent that the Contractor knows it, if it does not show on the face of the court order: the records disclosed pursuant to the order, to whom, where, when, and for what purpose, and any other information that the Contractor reasonably believes is relevant to the disclosure. If VA determines that it is appropriate to seek retrieval of information released pursuant to a court order before Contractor notified VA of the court order, Contractor will assist VA in attempting to retrieve the VA information involved.
- 11.11. The Contractor will inform VA by the most expeditious method available to Contractor of any incident of suspected or actual access to, or disclosure, disposition, alteration or destruction of, VA information not authorized under this Contract (“incident”) within one hour of learning of the incident. An incident includes the transmission, storage or access of VA information by Contractor or subcontractor employees in violation of applicable VA confidentiality and security requirements. To the extent known by the Contractor, the Contractor’s notice to VA will identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information was placed at risk or compromised), and any other information that the contractor considers relevant.
- 11.12. Contractor will simultaneously report the incident to the appropriate law enforcement entity of jurisdiction. The Contractor, its employees, and its subcontractors and their employees will cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The Contractor also will cooperate with VA in any civil litigation to recover VA information, to obtain monetary or other compensation from a third party for damages arising from any incident, or to obtain injunctive relief against any third party arising from, or related to, the incident.
- 11.13. VA will provide the Contractor with the name, title, telephone number, fax number and email address of the VA official to whom the Contractor will provide all notices required by this Contract.

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- 11.14. VA has the right during normal business hours to inspect the Contractor's facility, information technology systems and storage and transmission equipment, and software utilized to perform the contract to ensure that the Contractor is providing for the security of VA data and computer systems in accordance with the terms of this Contract.
- 11.15. Contractor will receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with all applicable Federal information Processing Standards (FIPS) and Special Publications (SPs) issued by the National Institute of Standards and Technology (NIST) concerning VA information that is the subject of this contract. If NIST issues or updates an applicable FIPS or SP after execution of this contract, the parties agree to negotiate in good faith to implement the FIPS or SP in this contract.
- 11.16. A determination by VA that the Contractor has violated any of the information confidentiality and security provisions of this contract, including a violation of any applicable FIPS or SP, shall be a basis for VA to terminate the contract for cause.
- 11.17. If anyone performing this contract, including employees of subcontractors, accesses VA computer systems or data in the performance of the contract, VA may monitor and record all such access activity. If VA monitoring reveals any information of suspected or potential criminal law violations, VA will refer the matter to the appropriate law enforcement authorities for investigation.
- 11.18. Contractor shall inform its employees and other individuals performing any part of this contract that VA may monitor their actions in accessing or attempting to access VA computer systems and the possible consequences to them for improper access, whether successful or not. The Contractor shall ensure that any subcontractors or others acting on behalf of, or for, the Contractor in performing any part of this contract inform their employees, associates or others acting on their behalf that VA may monitor their access activities. Execution of this contract and any subcontract or agreement constitutes consent to VA monitoring.
- 11.19. The Contractor will ensure that all individuals who will access VA data or systems in performing the contract are appropriately trained in the applicable VA confidentiality and security requirements. Contractor may do this by requiring and documenting that these individuals have completed the VA training for its employees.
- 11.20. To the extent practicable, Contractor shall mitigate any harmful effect on individuals whose VA information was accessed or disclosed in an incident.
- 11.21. Contractor shall require subcontractors, agents, affiliates or others to whom Contractor provides access to VA information for the performance of this contract to agree to the same VA information confidentiality and security restrictions and conditions that apply to the Contractor before providing access.
- 11.22. The contractor shall abide by FAR clauses 52.224-1 and 52.224.2.

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- 11.23. The contractor shall abide by FAR clauses 52.239-1 and 52.224.1-2 for Privacy or Security Safeguards
- 11.24. In the performance of any part of the work on this contract, the contractor shall utilize only employees, subcontractors or agents who are physically located within a jurisdiction subject to the laws of the United States. Contractor will ensure that it does not use or disclose Patient Health Information (PHI) received from Covered Entity in any way that will remove the PHI from such jurisdiction. Contractor will ensure that its employees, subcontractors and agents do not use or disclose PHI received from Covered Entity in any way that will remove the PHI from such jurisdiction.

### **12. LOW RISK-CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (May 2010)**

- 12.1. All contractor employees who require access to the Department of Veterans Affairs' computer systems or routine access to VA Facilities shall be the subject of a background investigation and must receive a favorable adjudication from the VA Office of Security and Law Enforcement prior to contract performance. This requirement is applicable to all subcontractor personnel requiring the same access.
  - 12.1.1. Position Risk and Sensitivity Designations – Shall be determined by Contracting Officer's Technical Representative (COR) in accordance with VHA Directive 0710 Appendix A. The position sensitivity for this contract has been designated as LOW RISK
    - 12.1.1.1. Position Risk and Sensitivity Designations are directly tied to background investigative requirements.
    - 12.1.1.2. A position designated as Low Risk requires a National Agency Check with Inquires (NACI).
    - 12.1.1.3. A position designated as Moderate Risk requires a Minimum Background Investigation (MBI).
    - 12.1.1.4. A position designated as High Risk requires a Background Investigation (BI).
- 12.2. Contractor Responsibilities:
  - 12.2.1. The contractor shall bear the expense of obtaining background investigations. If the investigation is conducted by the Office of Personnel Management (OPM), the contractor shall reimburse VA within 30 days from receipt of a bill of collection.
  - 12.2.2. **Cost and Time Frames: Low Risk (NACI)-\$231-** The case is only open for 30 days except in rare occasions when something in the person's background requires and extension. This investigation is done by mail and that is why we have to be so stringent with the paperwork. The average turn around on these cases is 45 days.

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- 12.2.3. The contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain a U.S. citizenship and are able to read, write, speak and understand the English language.
- 12.2.4. After award and prior to contract performance, contractor shall submit to the Contracting Officer's Technical Representative all required information to initiate background check by completing the latest version of Local Background Check Request Form for each employee providing services under this contract. This form shall be provided by the COR.
- 12.2.5. Contractor shall notify the COR prior to changing/adding new contract personnel by submitting a new Local Background Check Request Form.
- 12.2.6. The Contractor, when notified of an unfavorable determination by the Government shall withdraw the employee from consideration of working under this contract.
- 12.2.7. The contractor shall submit the following required forms to the VA Office of Security and Law Enforcement as outlined within automatic email notification identifying the web site link following the detailed instructions regarding completion of the application process. This includes:
  - 12.2.7.1. Standard Form 85, Questionnaire for Non-Sensitive Positions
  - 12.2.7.2. If needed, Continuation Sheet for Questionnaires Standard Form 86A
  - 12.2.7.3. FD 258, U.S. Department of Justice Fingerprint Applicant Chart; OR schedule to have electronic fingerprints as coordinated by COR
  - 12.2.7.4. VA Form 0710, Authority for Release of Information Form
  - 12.2.7.5. copies Optional Form 306, Declaration for Federal Employment (one copy submitted to office conducting electronic fingerprinting)
- 12.2.8. The Contractor shall ensure that all personnel requiring computer access will complete the VA's Cyber Security Training and Privacy training prior to obtaining computer access and annually thereafter.
- 12.2.9. Failure to comply with the contractor personnel security requirements may result in termination of the contract.
- 12.3. Government Responsibilities:
  - 12.3.1. The VA Office of Security and Law Enforcement will provide the necessary forms to the contractor or to the contractor's employees after receiving a background investigation request. The COR shall submit Local Background Check Request Form to Contracting to initiate request in the Contractor Request Database (CRD).

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- 12.3.2. Upon receipt, the VA Office of Security and Law Enforcement will review the completed forms for accuracy and forward the forms to OPM to conduct the background investigation. The forms will be returned to the Contractor if incomplete or inaccurate.
- 12.3.3. The VA Office of Security and Law Enforcement will notify the Contracting Office and contractor after adjudicating the results of the background investigations received from OPM.
- 12.3.4. The Contracting Office will file and secure evidence that investigations have been completed or are in the process of being requested appropriately.
- 12.3.5. The COR shall ensure that all personnel requiring computer access have completed the VA's Cyber Security Training and VA's General Privacy Training and signed Rules of Behavior, prior to obtaining computer access and annually thereafter; hard copies provided to contract officer by contract number

### **13. PERSONAL SECURITY VERIFICATION (PIV) CARD AND/OR SECURITY BADGE REQUIREMENTS FOR CONTRACTOR EMPLOYEES (FEB 2010)**

#### **13.1. Definitions. As used in this clause –**

- 13.1.1. Access means routine, unescorted physical entry into, and to the extent authorized, mobility within a Government facility. Also, it means the ability to obtain, view, read, modify, delete, and/or otherwise make use of information technology.
- 13.1.2. Contractor employee means an employee of the prime contractor or of any subcontractor, affiliate, partner, joint venture, or team members with which the contractor is associated. It also includes consultants engaged by any of those entities.
- 13.1.3. Facility and Government facility mean buildings, including areas within buildings, owned, leased, shared, occupied, or otherwise controlled by the federal government.
- 13.1.4. Information technology means any equipment or interconnected system or subsystem of equipment, including telecommunications equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. This includes both major systems/applications and general support systems as defined by OMB Circular A-130, owned by VA or owned and operated on VA's behalf by another party.

#### **13.2. Access to VA Facilities or Systems.**

- 13.2.1. General. The performance of this contract requires contractor employees to have routine, unescorted access to VA facilities. All such employees who do not already possess a current Security Badge or PIV Card acceptable to VA shall be required to provide personal information, undergo an FBI National Criminal History Fingerprint Check, and obtain a Security Badge or PIV Card prior to being permitted access to any

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such facility in performance of this contract. No contractor employee will be permitted routine, unescorted access to a VA facility without a proper Security Badge or PIV Card.

- 13.2.2. Citizenship-related requirements. If required by the contract, each affected contractor employee as described in paragraph 14.1.2 shall be:

- 13.2.2.1. A United States (U.S.) citizen; or

- 13.2.2.2. A national of the United States (see 8 U.S.C. 1408); or

- 13.2.2.3. An alien lawfully admitted into the United States for permanent residence as evidenced by an Alien Registration Receipt Card Form I-151.

### **13.3. Background information.**

- 13.3.1. For each contractor employee that has access to VA facilities or systems, the contractor shall coordinate with assigned Contracting Officer's Technical Representative (COR) to schedule electronic finger printing and initiate a Special Agreement Check (SAC). The COR will provide instructions to the contractor regarding the local procedures for fingerprinting and obtaining Security Badges or PIV Cards.

- 13.3.2. After completion of the fingerprint check, the Contracting Officer will notify the contractor in writing if any contractor employee is determined to be unsuitable to be given access to a government facility or VA system. If so notified, the contractor shall not allow such employees to perform work on this contract.

### **13.4. Security Badge or PIV Cards.**

- 13.4.1. VA will issue a Security Badge or PIV Card to each contractor employee who is to be given routine, unescorted access to VA facilities or access to VA systems and does not already possess a Security Badge or PIV Card. Contractor employees that require logical access and email address in VA systems, access to sensitive records, sensitive physical access or common physical access of greater than 6 months, or considered as a fulltime equivalent will require PIV Card, requiring background investigation (NACI) and SAC.

- 13.4.2. VA will issue Non-PIV Security Badges to contractor employees that require logical access with no email address in VA systems, access to sensitive records, sensitive physical access or common physical access of less than 6 months, or not considered as a fulltime equivalent will require non-PIV Card, requiring SAC. This card is issued with expiration date of 6 months or less.

- 13.4.3. Security Badge or PIV Cards shall identify individuals as contractor employees. Contractor employees shall display their Security Badge or PIV Cards on their persons at all times while working in a VA facility and shall present their cards for inspection upon request by VA officials or VA security personnel.

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- 13.4.4. The contractor shall be responsible for all Security Badge or PIV Cards issued to the contractor's employees and shall immediately notify the COR if any Security Badge or PIV Card(s) cannot be accounted for. The contractor shall notify the COR immediately whenever any contractor employee no longer has a need for his/her VA-issued Security Badge or PIV Card (e.g., employee terminates employment with the contractor, employee's duties no longer require access to VA facilities). In such cases, the COR will instruct the contractor on how to return the Security Badge or PIV Card. Upon expiration of this contract, the COR will instruct the contractor on how to return all VA-issued Security Badge or PIV Cards not previously returned. The contractor shall not return Security Badge or PIV Cards to any person other than the COR.
- 13.5. Control of access. VA shall have and exercise full and complete control over granting, denying, withholding, and terminating access of contractor employees to VA facilities and systems. The Contracting Officer will notify the contractor immediately when VA has determined that an employee is unsuitable or unfit to be permitted access to a VA facility or system. The contractor shall immediately notify such an employee that he/she no longer has access to any VA facility or system, shall retrieve the employee's Security Badge or PIV Card from the employee, and shall provide a suitable replacement employee in accordance with the requirements of this clause. The VA will not give the contractor the reason for requiring the removal of the unsuitable contractor employee but can provide the applicant the phone number to call the FBI to receive a copy of the SAC report used for this determination. The Government shall not be responsible for any costs incurred by the contractor as a result of removing such employee from the subject contract.
- 13.6. Termination. Failure on the part of the Contractor to comply with the terms of this clause may result in termination of this contract for default.

### **14. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE (Feb 2010)**

- 14.1. HIPAA COMPLIANCE: HIPAA compliance is required. Contractor must adhere to the provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI). As required by HIPAA, the Department of Health and Human Services (HHS) has promulgated rules governing the security and use and disclosure of protected health information by covered entities, including the Department of Veterans Affairs (VA).

### **15. TUBERCULIN SKIN TEST:**

- 15.1. A tuberculin skin test shall be required for all employees before reporting to STVHCS and then annually. Annual tests shall be required for all negative results, completed during the anniversary month of initial test. Positive results should not be tested annually. All results forwarded to the Contracting Officer Technical Representative (COR). This test verifies the presence of tuberculosis (TB) (*Mycobacterium tuberculosis*). The Mantoux skin test uses TB



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antigens called purified protein derivative (PPD). The test cannot tell if the infection is active or inactive (latent).

### **16. JC, VHA (VETERANS HEALTH ADMINISTRATION) AND OTHER STANDARDS:**

- 16.1. The Contractor shall perform the required work in accordance with Joint Commission (JC) and Veterans Health Administration Standards. The JC website is: <http://www.jointcommission.org/>. The Contractor shall comply with all annual updates as issued. Contractor agrees to maintain the minimum acceptable service, reporting systems and quality control as specified herein. Failure to comply with the specified terms and conditions and/or adverse reports from external monitoring agencies that indicate poor quality of care may be grounds for termination of the contract. Contract shall provide immediate notification, within 24 hours, to the responsible VA Official of any adverse action by a regulatory agency.
- 16.2. Services Provided by Contract Staff at a VA Facility
  - 16.2.1. It is the expectation that the performance of contracted services will meet basic principles of risk reduction, safety, staff competence, and performance improvement. The VA retains the right of oversight of quality and safety of services provided through the contractual agreement. Methods of oversight will include but not be limited to:
  - 16.2.2. Each staff physician providing services through a contractual agreement shall be credentialed and privileged by the VA, utilizing procedures as described by Joint Commission Standards, VA regulations, and STVHCS Medical Staff Bylaws. Contract staff and/or agency will provide documents as needed to verify current and ongoing competency, skills, certification and/or licensure related to the provision of care, treatment and/or services performed. Contract staff and/or agency will comply with requirements related to applicable health screening and criminal background checks. Contract staff will comply with VA policies, procedures and Medical Staff Bylaws. Contract staff will comply with VA initial and ongoing training requirements related to the provision of care, treatment and/or services performed as identified by competency assessment and/or as otherwise identified and directed by the VA and/or VA Service Chief.
  - 16.2.3. The VA will monitor and evaluate contracted services through selection of the best method as identified by the risk posed to patients by the contracted care, treatment, and/or services. Sources of information may include direct observation of the provision of care; audit of documentation; review of incident reports, results of risk management activities and/or patient satisfaction information; input from VA staff and/or professional organizations or external consultants; and review of VHA performance measures and/or other quality data and information.

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- 16.2.4. 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 the contract staff to be provided by the VA or the contract agency as indicated; replacement of the contract staff and/or renegotiation of the contract terms or termination of the contract.

### **17. ANNUAL OFFICE OF INSPECTOR GENERAL (OIG) STATEMENT (FEB 2010)**

- 17.1. “Providers and contracting entities have an affirmative duty to check the program exclusion status of individuals and entities prior to entering into employment or contractual relationships, or run the risk of civil monetary penalties (CMP) liability if they fail to do so.”
- 17.2. The Contractor shall provide a signed annual report to the COR stating each individual or entity under this contract has been checked against the OIG List of Excluded Individuals/Entities <http://www.oig.hhs.gov/fraud/exclusions.html> and found no individual or entity had been excluded from participation in Medicare, Medicaid and other Federal healthcare programs. The report will be due each year on the renewal date of the contract.
- 17.3. Office of Inspector General of the Department of Health and Human Services (IG/HHS) has made a determination that prior to obligating VA contracts, purchase orders, task and delivery orders, and purchase cards orders paid with VA healthcare funds may not be entered into with any individual, or with any entity or organization that has been listed on the HHS/OIG Exclusionary List. VA does not have the burden of defending the merits of the HHS/OIG decision established under §42 U.S.C. 1320a-7.

### **18. NATIONAL PROVIDER IDENTIFIER (NPI) INFORMATION REQUIRED (FEB 2010)**

- 18.1. All Contractors and healthcare practitioners who provide billable healthcare services to the Department of Veterans Affairs, VHA, shall obtain a National Provider Identifier (NPI) as required by the Health Insurance Portability and Accountability Act (HIPPA) National Provider Identifier Final Rule, administered by the Centers for Medicare and Medicaid Services (CMS). This rule establishes assignment of a 10-digit numeric identifier for healthcare practitioners, intended to replace the many identifiers currently assigned by various health plans. Each practitioner needs only one NPI, valid for all employers and health plans. The NPI may be obtained via a secure website at: <https://nppes.cms.hhs.gov/NPPES>
- 18.2. Contractors must also designate their Specialties/Subspecialties by means of Taxonomy Codes on the NPI application.

### **19. REQUIRED REGISTRATION WITH CONTRACTOR PERFORMANCE ASSESSMENT SYSTEM (CPARS)**

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- 19.1. 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 \$100,000, 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, the Contractor Performance Assessment System (CPARS), which is maintained by the Department of Defense (DOD). The CPARS database information is shared with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies.
- 19.2. Each contractor whose contract award is estimated to exceed \$100,000 is required to register with the CPARS database at the following web address: <http://www.cpars.gov/>. Help in registering can be obtained by contacting CPARS Customer Support by calling (207) 438-1690. Registration should occur no later than thirty days after contract award, and must be kept current should there be any change to the contractor's registered representative.
- 19.3. 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 thirty days to submit any comments and re-assign the report to the VA contracting officer.
- 19.4. Failure to have a current registration with the CPARS database, or to re-assign the report to the VA contracting officer within those thirty days, will result in the Government's evaluation being placed on file in the database with a statement that the contractor failed to respond.

### **20. VA HANDBOOK 6500.6 APPENDIX C PARAGRAPH 2 - ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS**

- 20.1. 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.
- 20.2. 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.

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- 20.3. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.
- 20.4. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.
- 20.5. 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.

### **21. VA HANDBOOK 6500.6 APPENDIX C PARAGRAPH 6 - SECURITY INCIDENT INVESTIGATION**

- 21.1. 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.
- 21.2. 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.
- 21.3. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

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- 21.4. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

### **22. VA HANDBOOK 6500.6 APPENDIX C PARAGRAPH 9 - TRAINING**

- 22.1. 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:
- 22.1.1. Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;
  - 22.1.2. Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;
  - 22.1.3. Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
  - 22.1.4. 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.]
- 22.2. 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.
- 22.3. 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.

### **Records Management:**

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All records (administrative and program specific) created during the period of the contract belong to VA North Texas Health Care System(VANTHCS) and must be returned to VANTHCS at the end of the contract or destroyed in accordance to the VHA Record Control Schedule (RCS)10-1. NARA RM Language Clause to be included in contracts:

1. Citations to pertinent laws, codes and regulations such as 44 U.S.C Chapter 21 , 29, 31and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.
2. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
3. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government 'IT' equipment and/or Government records.
4. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
5. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract or identified in the RCS 10-1.
6. The Government Agency owns the rights to all data/records produced as part of this contract.
7. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
8. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].
9. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.

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10. Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

The Contractor guarantees that all equipment covered in this contract shall meet or exceed manufacturer's performance specifications at the contract expiration date. At the end of the contract term and within the two weeks following the award to the new Contractor, there will be a final inspection of all equipment at which the Contractor, the new Contractor and the Contracting Officer Representative will be present. Any deficiencies noted will be the responsibility of the previous Contractor and shall be corrected by the terms of this contract.

**Performance Standards: (OPPE)** Performance standards define desired services. The Government performs surveillance to determine if the contractor exceeds, meets or does not meet these standards. The Government shall use these standards to determine contractors' performance.

Task	Indicator	Standard	Acceptable Quality Level	Method of Surveillance
1.0 Patient Care  References: 2.2/ 9	Performs within Scope of Granted Privileges	Performs within Scope of Granted Privileges at all times, approved by Credentialing.	100%	Direct Observation & Periodic Inspection through communications with Credentialing
2.0  Medical/Clinical Knowledge (Training)  References: 12.2.8, 12.3.5,	Maintains required VA training and knowledge Provider Privacy Training	Performs necessary required training to stay current on an annual basis.	100%	Periodic Inspection through certificates of completion.
22.VA Handbook 6500.6 Appendix	Maintains required VA training and knowledge of Privacy Policy Review	Performs necessary required review to stay current on an annual basis	100%	Periodic Inspection through certificates of completion.

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C, Para. 9 - Training	Maintains required VA training and knowledge of Cyber security Training (staff with computer access)	Performs necessary required training to stay current on an annual basis	100%	Periodic Inspection through certificates of completion.
3.0 System Based Practice  References: 2.1.3/ 2.6.1	CPRS Management for patient care	Clinic notes completed, documented, and encounter closed same day of visit. View alerts addressed within 24 hours/No more than 75 view alerts carried over to following day.	100%	Direct Observation, Incomplete report status tracking daily, & cumulative totals
4.0 Privacy, Confidentiality HIPPA  References: 6.1/ 6.6/ 11.23/ 14.1	Operates in accordance with prescribed policies and procedures	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	100%	Contractor shall provide evidence of annual training required by VAMC, reports violations per VA Directive 6500.6.