# PERFORMANCE WORK STATEMENT (PWS)

### 1.0 INTRODUCTION

<u>Title of Project</u>: Medical Disability Examinations (MDEs) under Section 504 of the Veterans' Benefits Improvements Act of 1996 (Public Law 104–275; 38 U.S.C. 5101), District 6 (National Mission)

**Background:** The Department of Veterans Affairs (VA) through the Veterans Benefits Administration (VBA) administers the Compensation & Pension (C&P) Program for benefits to Veterans, their dependents, and their survivors. Entitlement determinations for disability compensation and pension claims are made by VBA Rating Veterans Service Representatives (RVSRs) and Decision Review Officers (DROs) working in VA Regional Offices (VAROs) across the country. VA Central Office (VACO) assists the VAROs. An MDE is a critical piece of evidence for determining the extent of permanent impairment, and thus the percent of disability that defines the dollar benefit a Veteran is awarded. Because it is so critical, the examination report must be of high quality, providing essential information to support each diagnosed disability. It is not enough to simply state a diagnosis. The examination report must provide detailed findings sufficient for RVSRs and DROs to arrive at a determination that is able to withstand the scrutiny of appellate review. Veterans may appeal disability ratings. MDE's must be sufficiently accurate, thorough, and detailed to answer these challenges. The Contractor therefore shall follow the requirements of the worksheets to ensure that sufficient criteria are met. For the purpose of this PWS, the term "worksheet" represents a Disability Benefit Questionnaire (DBQ) or Compensation and Pension (i.e., Aid & Attendance; Bones) worksheet in situations where specific DBQs do not exist. VA reserves the right to substitute worksheets or any other system VA may deploy in the future.

On October 9, 1996, Congress enacted Public Law 104-275, which authorized VA to contract for medical examinations from non-VA medical sources. The report stated a desire to see the contract medical examination authority expanded and made permanent. A subsequent contract was awarded under the same public law authority. The first contract provided 704,180 examination referrals over the first four year period and expired on December 30, 2015. The current contract provided approximately 700,000 examinations over the first year. In Fiscal Year 2017, the contract for District 6 accounted for 71,000 examination requests. Under District 6, VA anticipates the overall execution of a minimum of 130,000 examination requests and a maximum of 390,000 over the life of the 5-year contract.

### 2.0 TYPE OF CONTRACT

This contract is a Firm Fixed-Price, Indefinite Delivery, Indefinite Quantity (IDIQ) contract, under FAR 16.202.

### 3.0 CONTRACT MINIMUM AND MAXIMUM DOLLAR VALUE

In accordance with FAR 16.504(a)(4)(ii) the maximum dollar value for each contract awarded is \$.6,800,000 The contract minimum dollar value is \$3,700,000

#### 4.0 PERIOD OF PERFORMANCE

The period of performance is a base period of 12 months and four 12 month option periods, subject to the availability of funds. Exercise of options will be made at the sole discretion of the

Government. If VA chooses not to exercise an option, that shall not be deemed a termination of the contract.

### 5.0 PLACE OF PERFORMANCE

Performance shall take place at the Contractor's place of business and at the examination provider's place of business.

### 6.0 SCOPE OF WORK

This acquisition will acquire private-sector MDEs on behalf of VA. The Contractor shall provide all resources necessary to accomplish the deliverables described in the PWS, except as may otherwise be specified. The Contractor shall detail how it is going to locate, subcontract, and train medical professionals in performing MDEs for Veterans and/or separating Servicemembers, depending on the District(s) serviced by the Contractor to meet VBA MDE capacity as identified in attachment N. The Contractor shall provide a current market saturation report and analysis for each bid. The market saturation report shall include the number and type of medical professionals the Contractor deems necessary to provide coverage for the District based on attachment N. The Contractor shall also include the number and type of medical professionals the Contractor currently subcontracts with, and the additional number necessary to provide adequate coverage. The Contractor shall document examination findings as provided in this PWS. The geographic areas (or VBA Districts) to be serviced by this contract include District 6.

6.1 <u>District 6 (National Mission)</u>: To include the Providence Disability Rating Activity Site (DRAS), Winston- Salem Rating Activity Site (RAS) and Consolidated Processing Site (CPS), Seattle DRAS, Salt Lake City RAS, and San Diego CPS. This District also includes military bases participating in the Benefits Delivery at Discharge (BDD) and Integrated Disability Evaluation System (IDES) programs in the continental United States, Hawaii, Alaska, and Puerto Rico. The BDD/IDES locations are listed below. See Attachment N for Minimum and Maximum estimated MDE volumes for this District. For the National Mission District, the Contractor shall perform services for each individual military base that participates in the BDD/IDES program. VA reserves the right to first refusal.

Sites currently participating in BDD and/or IDES programs include:

Eielson Air Force Base, AK Fort Hood, TX Fort Wainwright, AK Fort Sam Houston, TX Fort Rucker, AL Fort Worth Naval Air Station/Joint Reserve Maxwell Air Force Base. AL Base, TX Red Stone Arsenal, AL Lackland Air Force Base, TX Little Rock Air Force Base, AR Laughlin Air Force Base, TX Randolph Air Force Base, TX Beale Air Force Base, CA Camp Pendleton, CA San Antonio Military Medical Center, TX Sheppard Air Force Base, TX Edwards Air Force Base, CA Fort Irwin, CA Rating Activity Site (RAS), Salt Lake City, Lemoore Naval Hospital, CA UT Rating Activity Site (RAS), San Diego, CA Hill Air Force Base, UT Travis Air Force Base, CA Dahlaren, VA Twenty-Nine Palms Naval Hospital, CA Fort Eustis, VA Vandenburg Air Force Base, CA Fort Lee, VA

Fort Carson, CO

Eglin Air Force Base, FL

Hurlburt Air Force Base, FL

Jacksonville Naval Air Station, FL

Key West Naval Air Station, FL

Kings Bay Naval Air Station, FL

MacDill Air Force Base, FL

Mayport Naval Air Station, FL Pensacola Naval Air Station, FL

Tyndall Air Force Base, FL

Fort Benning, GA

Fort Gordon, GA

Fort Stewart, GA

Moody AFB, GA

Robins Air Force Base, GA

Hickam Air Force Base, HI

Naval Station Pearl Harbor, HI

Tripler Army Medical Center, HI

Tripler Clinic (Coast Guard), HI

Mountain Home Air Force Base, ID

Great Lakes Naval Base, IL

Fort Leavenworth, KS

Fort Riley, KS

McConnell AFB, KS

Fort Campbell, KY

Fort Knox, KY

Fort Polk, LA

Andrews AFB, MD

Patuxent River, MD

Walter Reed Military Medical Center, MD

Fort Leonard Wood, MO

Columbus Air Force Base, MS

Keesler Air Force Base, MS

Camp Lejeune, NC

Fort Bragg, NC

Marine Corps Air Station Cherry Point, NC

Pope Air Force Base, NC

Rating Activity Site (RAS), Winston Salem,

NC

Seymour Johnson Air Force Base, NC

Offut AFB, NE

Holloman Air Force Base, NM

Fort Drum, NY

Altus Air Force Base, OK

Fort Sill, OK

Tinker Air Force Base, OK

Vance Air Force Base, OK

Fort Buchanan, San Juan, PR

Beaufort Naval Hospital, SC

Charleston Air Force Base, SC

Langley Air Force Base, VA

Quantico Marine Naval Hospital, VA

Sewell's Point, VA

Portsmouth USCG, VA

Tidewater USCG, VA

Bremerton Naval Station, WA

Fairchild Air Force Base, WA

Fort Lewis, WA

McChord Air Force Base, WA

Oak Harbor Naval Hospital, WA

Fort Huachuca, AZ

Davis-Monthan AFB, AZ

Luke AFB. AZ

Los Angeles AFB, CA

San Diego NMC, CA

Buckley AFB, CO

Peterson AFB, CO

USAF Academy, CO

New England NHC (Groton and Newport),

CT

JB Bolling, DC

Dover AFB, DE

Patrick AFB, FL

Hawaii NHC, HI

Scott AFB, IL

Barksdale AFB, LA

Hanscom AFB, MA

Annapolis NHC, MD

Fort Meade, MD

Whiteman AFB, MO

Malmstrom AFB, MT

Grand Forks AFB, ND

Minot AFB. ND

JB McGuire, NJ

Cannon AFB, NM

Kirtland AFB, NM

Nellis AFB, NV

West Point, NY

Wright-Patterson AFB, OH

Ellsworth AFB, SD

Dyess AFB, TX

Goodfellow AFB, TX

Fort Belvoir, VA

F. E. Warren AFB, WY

Charleston Naval Hospital, SC	
Brooks Air Force Base, TX	
Corpus Christi Naval Air Station, TX	
Fort Bliss, TX	

- 6.2 VA reserves the right to substitute or add additional locations, whether it is a regional office, BDD/IDES site, or any other type of office, to any District, as necessary, through a bilateral modification. Cardinal changes must be made in accordance with FAR 52.212-4(c). These locations are subject to change (including addition, deletion, and substitution of Regional Offices and IDES/BDD sites) as required by VA in which 60-90 days ramp-up will be provided to the Contractor to hire and train additional personnel. Any Regional Office may be substituted into the National Mission District.
- 6.3 Pricing is Firm Fixed-Price per District and will not be re-negotiated if a VARO listed in the table at Section 6.10, of this PWS, within the same District is substituted for a current VARO, or if a new VARO within the same District is added; however, any addition or substitution of VAROs will be made by bilateral modification. For example, if Togus, ME is added as a new VARO or substituted for an existing VARO within District 1, pricing will not be renegotiated or modified for the new or substituted location; existing District 1 pricing will be in effect for the new or substituted VARO. If locations are substituted or added to any District, a 60-90 days ramp-up period will be provided to the Contractor to hire and train additional personnel.

### 7.0 GENERAL REQUIREMENTS

The Contractor shall provide MDEs for VBA according to VBA standards, forms, and practices.

The Contractor shall be required to provide these services for Veterans and/or Servicemembers residing (permanently or temporarily) within the geographical jurisdiction of the listed VAROs, within the vicinity of military bases across the country participating in the BDD and IDES programs under the National Mission District, and in vendor location(s) within the countries identified in the OCONUS District. The Contractor has the option to coordinate with the military bases to schedule examinations on the physical military bases.

Additional BDD and IDES sites may require service by the Contractor during the course of the contract. In instances where support in new or different sites is required, the Contractor will be provided 60-90 days ramp-up time, unless negotiated, to hire and train additional personnel. Ramp-up performance consists of all the preparation activities, including but not limited to the following:

- i. Making capital expenditures;
- ii. Ensuring a qualified workforce is in place;
- iii. Conducting background investigations;
- iv. Establishing security clearances where applicable;
- v. Providing appropriate training; and

vi. Implementing the information technology support and security necessary to fully perform the requirements contained in the PWS.

The Contractor shall furnish all required services, facilities, and equipment required to perform the contract in accordance with the terms, conditions, and specifications contained herein at the established fixed price rates, with any incentive or disincentive to be determined in accordance with Section 12.1 of this PWS.

### 8.0 TASKS AND DELIVERABLES

8.1 Task One: The Contractor shall provide a detailed Program Management Plan (PMP) presented in a briefing to the project team to present the Contractor's plan for completing the requirement. The Contractor's plan shall be responsive to this PWS and describe, in further detail, the approach to be used for the requirement. The PMP shall also address the Contractor's proposed Quality Assurance Plan (QAP) and how it will be applied throughout execution of the contract. The Contractor shall modify the PMP and QAP, as needed, to correlate to any contract or task order modifications made throughout the period of performance, providing an updated copy to the Contracting Officer's Representative (COR). The Contractor shall not commence performance on the tasks in this PWS until the Contracting Officer (CO) has conducted a kick-off meeting or has advised the Contractor that a kick-off meeting is waived. The kick-off meeting will be held in Washington, DC. Contractor travel will not be reimbursed for attending the kick-off meeting.

# <u>Deliverables (Task One)</u>:

Detailed PMP and QAP, including Briefing and Minutes Kick-off Meeting, including Minutes

- 8.2 <u>Task Two</u>: The Contractor shall train all examiners, staff support and Subcontractors who have routine contact with Veterans. Either hard or electronic copies of the documents are acceptable. The Contractor shall, in consultation with VA, prepare and implement a training program to provide:
  - a. Basic overview of VA programs and available sources of Veteran assistance (can be found at <a href="http://www.benefits.va.gov/benefits/">http://www.benefits.va.gov/benefits/</a>);
  - b. . DBQ/C&P Examination Worksheets:
  - c. Office of Disability and Medical Assessment (DMA) Certification
    - i. Certification training can be found at https://www.vha.train.org
      - a. VHA TRAIN is supported by the Veterans Health Administration Employee education System, an internal education and training program office in the Department of Veterans Affairs.
      - b. VHA TRAIN is an affiliate of the Public Health Foundation's national training platform for public health providers.
    - ii. All DBQ/C&P providers must obtain the DMA General Certification through specific courses and materials provided via VHA TRAIN.
  - d. The Contractor can utilize Talent Management System (TMS) to obtain training for:
    - i. VA Information Security and Privacy Awareness training, including annual

- refresher training (contract examiners are not required to complete this course);
- ii. General Privacy training (contract examiners are not required to complete this course); and
- iii. Any additional VA cybersecurity or privacy training as required in additional to DMA certifications for examiners:
- e. Examinations for Gulf War claims require additional training requirements to be provided by VA;
- f. All personnel who have access to VA systems and/or regular interactions with Veterans being served by the Contractor must submit to all training as outlined in Section P; and
- g. The Contractor shall submit to the COR the required security paperwork for each employee and/or Subcontractor.
- h. While security paperwork is being processed for contract personnel, the Contractor and Subcontractor personnel may access the Https://www.vha.train.org site to complete the DMA certification, and the VA TMS (https://www.tms.va.gov/learning/user/login.jsp) site to complete Privacy and HIPAA Training the VA Privacy and Information Security Awareness and Rules of Behavior course, and training on the core claims adjudication process. Contractors must follow policies and procedures outlined in VA Directive 6500, Information Security Program; and VA Handbook 6500.6 (See Section P for further details).
- i. The Contractor shall maintain and track all training and certifications for its personnel and Subcontractor(s). Any Subcontractor personnel can use VA TMS and VHA TRAIN for training purposes. The Government may request information regarding training and certification at any time during the period of performance.
- j. The Contractor shall prepare a detailed Training Plan to provide the required education. Training should reinforce an understanding of relevant VA requirements, regulations, and the necessity for Quality Assurance. The training plan shall include the Contractor's approach to ensuring all project-related employees and Subcontractors are adequately trained (Reference Section P for additional training information). The Contractor shall maintain a current training plan throughout the period of performance. Updates to the training plan are required as new or revised worksheets are developed by VA.
- k. Examiners responsible for performing examinations associated with military sexual trauma (MST) shall complete MST protocol training, DMA Military Sexual Trauma and the Disability Examination Process in VHA Train
- I. All examiners will complete the mandatory Gulf War Examination (GWE) training course in VHA Train.

(For examinations associated with military sexual trauma (MST), Contractor shall honor the Veteran's request for an examiner of a specific gender.)

Basic overview of VA programs and available sources of Veteran assistance; (can be found at http://www.benefits.va.gov/benefits)

DBQ/C&P Examination Worksheets;

All DBQ/C&P providers must obtain the DMA General Certification through materials provided VHA TRAIN.

- Certification training can be found at <a href="http://www.vha.train.org">http://www.vha.train.org</a>
  - a. VHA Train is supported by the Veterans Health Administration Employee Educational and training Program Office in the Department of Veteran Affairs.
  - b. VHA Train is an affiliate of the Public Health Foundations National Training Platform for public health providers.
- ii All DBQ/C&P Providers must obtain the DMA General Certification through specific courses and materials provided via VHA TRAIN.

The contractor can utilize the Talent Management System (TMS) to obtain training for the following courses

- VA Information Security and Privacy Awareness training, including annual refresher training (contract examiners are not required to complete this course);
- ii. General Privacy training (contract examiners are not required to complete this course); and
- iii. Any additional VA cybersecurity or privacy training as required in addition to DMA certification for examiners;

Examinations for IDES/Pre-discharge examinations may require additional training requirements;

All personnel who have access to VA systems and/or regular interactions with Veterans being served by the Contractor must submit to all training as outlined in Section 8.2(c)(i); and

The Contractor shall submit to the COR the required security paperwork for each employee and/or Subcontractor. While security paperwork is being processed for contract personnel, the Contractor and Subcontractor personnel may access the <a href="https://www.vha.train.org">https://www.vha.train.org</a> site to complete the DMA certification, and the VA TMS (https://www.tms.va.gov/learning/user/login.jsp) site to complete Privacy and HIPAA Training, the VA Privacy and Information Security Awareness and Rules of Behavior course, and training on the core claims adjudication process. Contractors must follow policies and procedures outlined in VA Directive 6500, Information Security Program; and VA Handbook 6500.6 (See Section P for further details). The Contractor shall maintain and track all training and certifications for its personnel and Subcontractor(s). Any Subcontractor personnel can use VA TMS and VHA TRAIN for training purposes. The Government may request information regarding training and certification at any time during the period of performance. . . The contractor shall prepare a detailed Training Plan to provide the required education. Training should reinforce an understanding of relevant VA requirements, regulations, and the necessity for Quality Assurance. The training plan shall include the Contractor's approach to ensuring all

project-related employees and Subcontractors are adequately trained. Reference Section 14.0 (Training) for additional training information. The Contractor shall maintain a current training plan throughout the period of performance. Updates to the training plan are required as new or revised worksheets are developed by VA.

# <u>Deliverable (Task Two):</u>

Training Plan

- 8.3 <u>Task Three</u>: The Contractor shall locate and subcontract with qualified examiners to conduct MDEs in response to examination requests received from VA. Reference Section 10.0 (Examination Requirements), of this PWS, for additional requirements pertaining to examination requests.
  - a. The Contractor shall follow the requirements outlined in the DBQ/C&P examination worksheets including any requirements for examinations to be performed by specialists. Examination worksheets are subject to change and the Government will notify the Contractor of any changes to the worksheets via email. All examinations and associated reports must be completed and returned to the requesting VARO in accordance with the performance standards detailed in Section 12.0 (Performance Requirements Summary).
  - b. If the Examination Worksheet or DBQ, as applicable, requires an examiner to conduct an examination of a Veteran to determine suitability for a particular diagnostic test, then the contractor shall not schedule such diagnostic test prior to the Veteran's examination unless preauthorized by the requesting facility. The list of rules for ordering diagnostic tests is identified in Attachment S, Rules for Triggering Diagnostic Tests and Additional Examinations and Attachment T, Examinations with Accompanying Ancillary Tests.
  - c. The Contractor shall post all completed examination reports to the Contractor's secure website daily. Once VBMS Integration is fully implemented, completed examination reports (i.e. DBQs, non-DBQ worksheets, and associated diagnostic and test results) shall be posted as they are finalized per contention and not held until all examination reports for the request are completed. Upon contract award, the Contractor shall provide VA Office of Information Technology (OIT) with information to access the Contractor's secure website (see Sections 27.0, 28.0, and 29.0) for daily download. In addition, the Contractor shall send the completed examination worksheet (including diagnostics) and other examination data and results (e.g., laboratory tests and X-ray reports) to the IT systems identified by VA with the date and time the examination was completed. The Disability Benefit Questionnaires (DBQ) exam results, non-DBQ worksheets, and diagnostics will be transmitted to VA using the Data Access System (DAS) as described in Section 29, DAS File Transfer.
  - d. The Contractor shall provide daily status updates on the status of scheduling requested examinations. Specifically, the Contractor shall make available to VA a method by which VA may obtain a real-time status for any or all examination requests that are in any stage of completion with the Contractor. VA requires that this be a component of the Contractor's secure management information system. This is not a separately priced deliverable, but shall be a feature of the Contractor's secure management information system.

### Deliverable (Task Three):

- 8.3.1 Completed Examination Worksheet (including diagnostics) and other examination data and results (e.g., laboratory tests and X-ray reports)
- 8.3.2 Daily Status Update (available in Contractor's secure management information system)

# 8.4 **Task Four:** The Contractor shall provide the following status reports:

The Contractor shall provide a consolidated monthly status report of examination requests sorted by site. These monthly status reports shall include overall and site-specific data for the month and cumulative amounts year-to-date for the following:

- a. Listing of Examination Worksheets to fulfill the exam requests by VA (showing distribution by site and by the type of worksheet);
- b. Number of Examination Worksheets completed by Contractor (showing distribution by site and by the type of worksheet);
- c. Number of examinees (i.e., Veterans and/or Servicemembers requested to be seen for examination (showing distribution by site):
- d. Number of examinees (i.e., Veterans and/or Servicemembers for whom examinations were completed (showing distribution by site):
- e. Number of examination reports pending with a list of the pending examination requests (to include claim number, name, and date of request);
- f. Average time-from receipt of examination request to delivery of completed worksheet;
- g. Listing of rescheduled examinations, examinations cancelled for failure to report, and refusal to report (including the related Centralized Administration Accounting System (CAATS) Document ID examination # for requests submitted through CAATS and including the related Universally Unique Identifiers (UUIDs) for requests submitted from the Veterans Benefits Management System (VBMS); (Failure to report is a No Show, Refusal to Report is a cancellation and shall be coordinated with the servicing Site);
- h. Up-to-date status of all examiners with a statement verifying that individual licenses and/or credentials have not been revoked and that disciplinary proceedings involving professional conduct are not pending;
- List any problems that arose and a statement explaining how the problem(s) was resolved or explanation of why it has not been resolved (including the related CAATS Document ID examination # for requests submitted through CAATS and including the related UUIDs for requests submitted from VBMS);
- j. Cancellation Rate/Reason:
- k. Cancellation reasons for requests submitted from CAATS are entered by the Contractor. After the implementation of VBMS Integration the Contractor can send a request to cancel to VA who then takes appropriate action and can return a cancel request to the Contractor to execute and cancel the item (e.g. request, contention, and appointment) (refer to PWS Section 9.27). Therefore the cancellation reasons shall be retained in the file transfers to and from EMS and VBMS.
- I. Provide cancellation rate (percentage) for each Site, including a categorized reason for cancellation and a percentage for each category: (Cancellation reasons to be provided at the request level, the contention level or the appointment level as appropriate):
- m. Cancelled at Veteran/ Servicemember's request
- n. Cancelled at request of Site/VA
- o. Veteran/Servicemember relocated

- p. Veteran/ Servicemember unavailable
- q. Unable to contact Veteran/ Servicemember
- r. Examination restricted by contract
- s. Veteran/Servicemember deployed
- t. Medical record not received
- u. Duplicate request
- v. Veteran/Servicemember is deceased
- w. Outside contracted Site jurisdiction
- x. No Show
- y. Other: Free text for any reason not listed
- z. Provide cancellation rate (percentage) for the District, including a categorized reason for cancellation and a percentage for each category(Cancellation reasons to be provided at the request level, the contention level or the appointment level as appropriate):
- aa. Total inadequate and timeliness (defined as from when the VA submitted the inadequate to when the Contractor returned a completed inadequate).
- bb. Total insufficient and timeliness (defined as from when the VA submitted the insufficient to when the Contractor returned clarification).
- cc. Average Days pending Work in Progress (WIP) for each Site.

The Contractor shall also maintain individual examination request status information (including the related CAATS Document ID examination # for requests submitted through CAATS and including the related UUIDs for requests submitted from VBMS) accessible online by the Sites, VAROs and VACO. In addition to information about work completed during the preceding month, each report will present the work to be accomplished during the subsequent month.

# Deliverable (Task Four):

- 8.4.1 Monthly Status Report
- 8.4.2 Daily Status Feed/Report
- 8.5 <u>Task Five</u>: The Contractor shall inspect all facilities where MDEs are conducted to ensure compliance with the Americans with Disabilities Act (ADA) and Occupational Safety and Health Administration (OSHA) guidelines. The Contractor shall provide an annual certified statement of verification of ADA and OSHA compliance. The Contractor shall also provide a Quarterly Report certifying the ADA and OSHA compliance of any new facilities added during that preceding quarter.

# Deliverable (Task Five):

- 8.5.1Annual Facility ADA/OSHA Certification Statement
- 8.5.2 Quarterly New Facility ADA/OSHA Certification Report
- 8.6 <u>Task Six:</u> The contractor shall develop a process for disseminating training and credentialing information for vendor subcontracted clinicians to all Veterans attending a contract examination or receiving a medical opinion or Acceptable Clinical Evidence (ACE) exam. This information shall be documented in the examination notification letter sent to the Veteran/Servicemember prior to their appointment. For examinations not requiring an examination notification letter, vendors shall send a notification to the Veteran/Servicemember informing them that VA has requested a medical opinion or ACE exam for their claimed condition. In the event that the examiner changes after the original letter goes out, the contractor shall send an updated letter to the Veteran/Servicemember with the required information for the new examiner. They shall provide training and credentialing

information for the examiner in that letter. Information to be included is as follows: Provider Name, Specialty/Field, Provider Type (MD, PA, etc.), License Number, State of Licensure, Board Certifications, Education, years of medical experience, years of VBA compensation related experience, and all compensation and pension related training received. These letters shall be transmitted to VBMS as an attachment to the DBQ and will become part of the Veterans record.

## Deliverable (Task Six):

8.6.1 Training and Credentialing Information via Exam Notification Letter or Medical Opinion/ACE Notification Letter.

# **Schedule of Deliverables:**

Deliverable	Due Date		
Detailed PMP and QAP, including Briefing and Minutes  Task One/Deliverable 8.1.1	5 business days after contract award		
Kick-off Meeting, including Minutes  Task One/Deliverable 8.1.2	Kick-off Meeting to be held 5 business days after contract award; Minutes to be delivered within 5 business days after the Kick-off Meeting		
Training Plan Task Two/Deliverable 8.2.1	5 business days after contract award		
Completed Examination Data and Worksheet Results (including diagnostics)  Task Three/Deliverable 8.3.1	30 calendar days after receipt of examination request (for BDD/IDES examinations and for all examinations in the OCONUS District)		
Daily Status Update  Task Three/Deliverable 8.3.2	Each Business Day		
Monthly Status Report  Task Four/Deliverable 8.4.1	10th calendar day of each month		
Annual Facility ADA/OSHA Certification Statement Task Five/Deliverable 8.5.1	15 calendar days from contract award; 15 calendar days from the beginning of all exercised option periods		
Quarterly New Facility ADA/OSHA Certification Report Task Five/Deliverable 8.5.2	15 calendar days from the end of each quarter		
Training and Credentialing Information via Exam Notification Letter Task Six/ Deliverable 8.6.1	To be included in every exam notification letter		

## 9.0 SPECIFIC REQUIREMENTS

<u>Ordering</u>: Task orders will be issued annually on a "lot" basis. Funding will be provided in a lump sum amount for the total order. Individual Examination requests are entered into a VA information system and sent to the Contractor through a secure file transfer process. Initially, requests will be

entered in the Centralized Administration Accounting System (CAATS). VBMS will replace CAATS when the capability to support IDES and BDD programs is available and then individual examination requests are entered in VBMS and sent to the Contractor through the Data Access Service (DAS). The transition from CAATS to VBMS may be staged and require requests from both CAATS and VBMS to be supported at the same time. This transition will be coordinated with the Contractor (refer to Section 29). Contractors shall invoice monthly based on the actual examinations completed. The COR will verify invoices to ensure services were completed and billed in accordance with the contract and task order. The COR will also monitor the task order funding and request an order modification if additional funding will be required.

Veteran Travel Expenses: The Contractor shall make payments for travel expenses incurred by Veterans traveling to an authorized health care facility for a scheduled compensation and pension examination which is conducted in the United States. Servicemembers are considered Veterans the day after their Release from Active Duty Date (RAD)Territories, and possessions of the United States, the District of Columbia, and the Commonwealth of Puerto Rico. Such payments shall be made in accordance with 38 U.S.C. § 111 and governing regulations. VA will ensure appropriate oversight of these payments by requiring submission of all required travel documentation and periodic audits of the transactions involving these expenses. VA will reimburse the Contractor monthly based on and equal to the amounts paid to Veterans under this provision. Mileage shall be calculated using directional mapping tools, such as Google Maps (https://www.google.com/maps), MapQuest (http://mapguest.com), or Bing Maps (https://www.bing.com/maps). http://www.mapquest.com Air travel for Veterans in remote geographical areas, overnight stays, or travel by special modes of transportation for examinations may be authorized upon written request with supporting rationale from the Contractor to be approved by the COR. Special mode of transportation is defined as an ambulance, ambulette, air ambulance, wheelchair van, or other mode of transportation specially designed to transport disabled persons (this does not include a mode of transportation not specifically designed to transport disabled persons, such as a bus, subway, taxi, train, or airplane). A modified privately-owned vehicle, with special adaptive equipment and/or capable of transporting disabled persons is not a special mode of transportation.

Mileage shall not be paid for Servicemembers. If a Servicemember files a claim but the exam appointment is after RAD date, mileage reimbursement can be made.

**No Show Service Charges:** Service charges for partial no shows or complete no shows (see B.3 Schedule of Prices for definition), and test and procedures adjustment percentage must be listed under the Schedule of Prices. The Contractor may not charge fees for any cancellation of an examination due to Declared State of Emergency, either State or Federally declared or severe weather condition.

**Unit Pricing:** The "unit prices" for tests, laboratory work, procedures, and x-rays are the agreed upon percentage outlined in the line items found in Section B.3 Schedule of Prices. At the time of invoice the agreed upon percentage will be applied to the current National Medicare baseline using the applicable Current Procedural Terminology (CPT) code to determine the "unit price" at the time of service performance. The current National Medicare baseline is defined as the National Medicare baseline at the time the test, lab, procedure or x-ray was performed. The National Medicare baseline is the nationally uniform relative value of the service for physician work.

The formula used to determine the billable amount is as follows:

<u>Reimbursement Rate</u> = (Work RVU + Practice RVU)\*Conversion Factor Billable Amount = Reimbursement rate X proposed percentage in Schedule of Prices

In cases where a CPT code lacks a "Work RVU", the formula used to compute the CPT price should have the Mal-Practice RVU component removed prior to following through with the adjusted formula to determine the new "reimbursement." This "reimbursement" is then multiplied by the percentage found in the Schedule of Prices to determine the billable amount.

The current National Medicare baseline is published annually on the following web site: <a href="http://www.cms.gov/">http://www.cms.gov/</a>. A comprehensive list of CPT codes can be found at <a href="http://www.ama-assn.org/">http://www.ama-assn.org/</a>. For laboratory unit prices, the Contractor shall utilize the Clinical Laboratory Fee Schedule, from the Centers for Medicare and Medicaid Services (CMS). The national limit applies for purposes of identifying unit cost. The CPT Manual defines a procedure as being performed by a provider and tests as being performed by a technician. For VA purposes, neuropsychiatric testing shall be performed by a psychologist or psychiatrist.

**Specialty Examinations**: The Contractor shall use the DBQ/C&P worksheets provided by VA as the standard for all evaluations. These worksheets may be found at the following website: <a href="http://vbacodmoint1.vba.va.gov/bl/21/dbq/default.asp">http://vbacodmoint1.vba.va.gov/bl/21/dbq/default.asp</a>. The Contractor shall provide, based on specific VA request, the full range of medical disability examinations for the following areas:

- a. Musculoskeletal;
- b. Organs of sense;
- c. Infectious, immune, and nutritional deficiencies;
- d. Respiratory;
- e. Cardiovascular:
- f. Digestive;
- g. Genitourinary;
- h. Gynecological and breast; hemic and lymphatic;
- i. Skin;
- i. Endocrine:
- k. Neurologic;
- I. Mental disorders; and
- m. Dental and oral examinations.

Based on specific VA request, special purpose examinations shall be provided including: cold injury protocol, traumatic brain injury (TBI), and aid and attendance or housebound status examinations.

Audiology, dental, eye, and mental examinations must be conducted by specialists in those fields. Specialists able to perform initial TBI examinations (TBI examinations where a previous diagnoses of Traumatic Brain Injury does not exist) are Psychiatry, Neurology, Neurosurgery, and Physiatry and who have training and experience with Traumatic Brain Injury (additionally, specialists in audiology are needed to evaluate any issue related to tinnitus due or hearing loss that may be a residual of a TBI, and an ophthalmologist or optometrist would be required to evaluate residuals of a TBI that effected the eyes). Examinations for the residual effects of TBI, where a traumatic brain injury has been diagnosed by a Neurologist, Neurosurgeon, Physiatrist or Psychiatrist may be conducted by non-specialist, C&P providers if TBI DMA certified.

General Medical Examinations may be completed by Nurse Practitioners (NPs) and Physician Assistants (PAs) under the supervision of a physician where applicable. All other body systems

claimed conditions examinations do not need to be conducted by specialists unless specifically requested on an individual case basis by VA. Scheduling at a central or Subcontractor's facilities is at the Contractor's discretion.

The Traumatic Brain Injury DBQ/C&P examination worksheet allows for evaluation of any and all potential residuals of traumatic brain injury. The actual event, traumatic brain injury, is conceded by VA prior to scheduling of an evaluation. The evaluation includes a comprehensive examination to document all physical or mental effects. Specialist examinations may be needed as indicated for evaluation of residuals involving the eye, audiology, and mental/cognitive and/or psychological issues. TBI Cognitive and /or any neuropsychologic assessment must be performed by a psychologist and/or psychiatrist. Subsequent specific neuropsychologic testing generated from the initial cognitive/neuropsychologic assessment will be performed by a psychiatrist and/or psychologist.

**Non-Specialty Examinations**: Non-specialty examinations are grouped into the following categories:

Comprehensive General Medical Examinations (CLIN 0001A): Represent complete base-line examinations covering all parts of the body. Cold injury protocol examinations and aid and attendance or housebound status examinations when requested are also included in the Comprehensive General Medical Examination category. General Medical Examinations for (BDD/IDES) are conducted under this contract on behalf of Department of Defense. The Separation Health Assessment worksheet should be used instead of General Medical Examination Compensation and Pension (C&P) Worksheet. All costs are for Ancillary Diagnostic Tests (procedures, tests, laboratory work, and X-rays) are to be invoiced under CLIN 0017.

Pre-Discharge Programs (CLIN 0001C): The goal of the Pre-discharge program is to begin the payment of VA benefits as soon as possible following a Servicemember's discharge from active duty. A Pre-discharge claim is a claim filed prior to separation or retirement from active duty or full-time National Guard or Reserve duty. Pre-discharge programs include Benefits Delivery at Discharge (BDD) program and the Integrated Disability Evaluation System (IDES) for Servicemembers who are being medically retired or separated. VA and the Department of Defense (DoD) are working together to combine DoD separation examinations with VA disability examinations to avoid redundant examinations at the time of separation or retirement from service. The Separation Health Assessment (SHA) DBQ and SHA program is an examination process supporting Pre-discharge programs. For DoD, the SHA process is termed the Separation Health and Physical Examination (SHPE) process, however, it is the same process as the SHA. There are two components of the SHA: the Subjective Assessment of Health (DD Form 2807-1), and the Objective Assessment of Health (SHA DBQ).

General Medical Examination in lieu of the SHA: In cases where the Servicemember is past his/her Release from Active Duty (RAD) date and the military no longer needs an SHA, the Servicemember will be given a General Medical Examination in lieu of the SHA.

**Excluded Examination Conditions**: Examinations for the following conditions shall not be required by the Contractor:

a) Examinations requiring hospitalization or surgical evaluation, such as colonoscopy or endometriosis needing laparoscopy;

- b) Veterans residing in VA domiciles/nursing homes, unless specifically requested by the COR;
- c) Veteran is an employee of the contract examination vendor scheduled to conduct the examination;
- d) Veteran claims compensation under 38 USC 1151;
   and
- e) Protocol examinations for Original Gulf War Environmental Claims for undiagnosed illnesses.

The examinations listed at Section 9.6 are considered General Medical Examinations and do not include the Specialty Examinations listed at Section 9.5, of this PWS. The Contractor shall invoice under the appropriate General Medical Examination CLIN for the examinations listed at Section 9.8. For examinations performed for incarcerated Veterans, the Contractor may invoice against CLIN 0022A for reasonable travel expenses in accordance with Section 13.0 (Travel). The Contractor may also invoice for reasonable travel time under CLIN 0022B. Travel time includes the time of the examination provider in traveling directly from his or her primary place of work or residence to the prison facility, completing any entrance process to meet with the Veteran, and return travel directly to the examination provider's primary place of work or place of residence. Travel time does not include the time spent performing the examination. Travel time does not include any unrelated diversion during the travel for purposes other than attending the examination. Examples of a diversion that shall not be included in travel time are stopping for coffee while en-route, stopping to re-fuel the vehicle, or receiving a speeding ticket while en-route. When invoicing for travel time under CLIN 0022B, the Contractor shall include documentation sufficient to support the cost. Pricing for CLIN 0022B is a fixed price labor hour rate multiplied by the time spent in travel, as described in this PWS.

**Proximity:** The Contractor shall schedule examinations as close to the Veteran's and/or Servicemember's most current home of record as feasible but generally no further than 50 miles for non-specialist examination and 100 miles for specialist examinations. The Contractor shall reimburse the Veteran for mileage traveled in accordance with Section 9.2, of this PWS. Mileage will not be reimbursed for Servicemembers that require travel to attend an examination however Servicemembers will be reimbursed the day after their Release from Active Duty Date (RAD) The Veteran or Servicemember's proximity to the examination site and travel time requirements are of higher priority than reimbursement costs. In lieu of scheduling an in-person examination. vendor examiners will have the option to complete a DBQ based on a review of existing paper and/or electronic medical evidence. They may also conduct a telephone interview with the claimant. Examinations based upon the medical records and history without an in-person clinical examination or testing are known as Acceptable Clinical Evidence (ACE) examinations or the ACE process. The ACE process is only to be used when VBA has not specified that an in-person examination be conducted and when the examiner/clinician determines that sufficient medical evidence exists to complete the evaluation. Use of telehealth technologies for mental health examinations may be authorized upon written request with supporting rationale from the Contractor to be approved by the COR.

Advance Notice: The Contractor shall schedule all examinations. The volume of requests per

month may vary. At a minimum service level, the Contractor shall notify the Veteran or Servicemember via telephone, electronically secure method, or a mailed postage-prepaid letter. The Contractor shall ensure the Veteran or Servicemember receives notification at least five calendar days prior to the scheduled appointment. The Contractor shall post to the Contractor's website proof of confirmation, (an email read receipt, certified letter receipt signature, cellular text message, or verbal confirmation) that the Veteran or Servicemember received the appointment notification. In lieu of the five calendar days, verbal confirmation of attendance to the appointment is acceptable. The Contractor must also provide the Veteran with a follow-up notice of the appointment(s) by an alternate means no less than 48 hours before the scheduled appointment. The Contractor must post a copy of a failure to report (or no show) notice to the Contractor's website. The Contractor must also upload a copy of the requested DBQ to VBMS with "No Show or Failure to Report" listed in the DBQ. The contractor shall also upload a copy of the exam notification letters into VBMS as well. The required file format for posting the notice to the Contractor's site is .pdf and the posting must be § 508 compliant. Once the Exam Management functionality has been fully deployed, the Contractor shall submit a request to cancel a contention based on failure to report within VBMS and VBMS automatically places a pdf document in the eFolder recording the cancellation of the contention due to failure to report.

<u>Services</u>: The Contractor shall provide examining physicians, examination facilities, available lab testing, and necessary support staff. See Section 17.0 (Licensing and Accreditation) for qualifications required by examining physicians. The Contractor shall also provide general medical administrative services to include: scheduling examinations; providing notification to the individual to be examined; and electronic transmission of examination reports. Upon request by the Government, the Contractor shall provide a copy of the examination notice letter documenting the mailing address used for any examination cancelled for failure of an individual to report for examination (or certification of telephone notification).

<u>Veteran and/or Servicemember Files</u>: The Contractor shall provide physician(s) with a copy of the Veteran's or Servicemember's medical records, if applicable or required by VA, prior to the examination in a secure, electronic manner. If applicable, the Contractor shall scan the entire contents of the claims file to be transmitted to the physician(s) electronically. For examinations with medical records not available through the Veterans Benefits Management System (VBMS) and/or Virtual VA, VA will send the Contractor the hard copy of the Veterans' or Servicemembers' claims folders.

For requests with hard copy records, the VARO will send the Veterans' or Servicemembers' claims folders to the Contractor within four workdays of the examination request. For requests with electronic records available in VBMS, VA will have the medical records available in VBMS within four business days of the examination request. If the claims folders are not received or made available through VBMS within five calendar days after examination request, the examination request may be cancelled by the Contractor.

The Contractor shall return the Veterans' or Servicemembers' claims folders to their originating source in the same order in which they were received not later than five workdays after completion of the requested examination in the same condition in which they were sent; e.g., stapled items must be re-stapled together in the same manner, order, etc.

The Contractor shall ensure that the records are returned via a secure, traceable mailing method. See also, Sections 19.3 and 20.0 regarding disposal of medical records and information. Upon

completion of the examination, the Contractor shall also make the scanned electronic copy available for VA from its Information Management System.

A claims file will not be sent to the Contractor for every examination request.

The Contractor must review the claims folder for all IDES claims, for other types of claims the Contractor shall not review the file unless provided by VA. Veterans presenting medical records to the examiner provider shall be directed to send those records to their appropriate VA Evidence Intake Centers (See Attachment I for a table providing the addresses). Servicemembers shall be directed to give this information to their Physical Evaluation Board Liaison Officer (PEBLO).

C-Files (a Veteran's full disability claim file or folder) will not be shipped for examination requests which indicate that medical records are available in VBMS. For these requests, the Contractor shall access C-Files electronically through VBMS as opposed to receiving hard copy C-Files from the Site/Regional Office. The Contractor shall have the option to utilize a VBMS electronic record transfer service to transfer copies of documents required for clinical review to the Contractor systems. C-Files will not be shipped for examination requests under the BDD, SHA or IDES programs where the request specifically denotes the request as having electronic records in VBMS. For requests submitted through CAATS, this will be noted in the "Comments Regarding the Veteran" section of the examination request and will clearly state "This is a VBMS request. No C-file will be shipped." For requests entered in VBMS and submitted through DAS, language will be manually entered into the exam request regarding e-folder reviews. For each contention that a review of the electronic records is needed, instructions will be listed in the exam request.

<u>Telephone Access</u>: The Contractor must provide toll-free telephone access to its administrative office from 7:00 a.m. to 7:00 p.m. (Eastern Time) Monday-Friday, excluding Federal Holidays.

Electronic data access: The Contractor shall provide VA access to its secure Management Information System for real-time status information such as Veteran and/or Servicemember examination requests. The Contractor shall provide information technology capability to receive on-line examination requests, messages from VACO, maintain status information accessible by VAROs and VACO, maintain completed examination reports accessible in a database for a period of not less than 18 months, and return completed examination reports electronically to VA. The Contractor shall post sensitive examinations (i.e., for sensitive-level claimants identified by VA) such that they are accessible only to VACO and designated VARO employees. Contractor shall comply with requisite VA data/privacy security policy having the required security controls to safeguard Veterans' and/or Servicemembers' sensitive personal information (SPI).

**Encryption Capability:** The Contractor shall have the capability to send and receive encrypted e-mail in accordance with VA standards. The Contractor shall provide relevant e-mail addresses to the VAROs and VACO. See Section 19.0 (Security) for relevant standards.

<u>Workload File</u>: Within 60 – 90 days after contract award, the Contractor will receive an encrypted text file electronically (format predetermined by VA) containing the initial examination requests, and must process the initial and all subsequent examination requests on a daily basis. Daily workload will fluctuate based on current VA workload trends that are always subject to change.

**<u>Billing Error Resolution</u>**: The Contractor shall resolve bills sent by mistake to Veterans or

Servicemembers, or to a Veteran's or Servicemember's insurance company, related to examinations within 10 business days of identification of the error.

Examination Request Process: An examination request is defined as the formal request by the Government for the Contractor to schedule and perform a medical disability examination with a Veteran or Servicemember. This section describes the procedures by which an examination request is made. The Contractor shall accept all examination requests immediately after upload to Contractor's environment. Acceptance of the examination request begins the examination timeliness point described below and at Section 12.0. (See Attachment P for a sample examination request.) For Contract Medical Disability the Contractor shall, submit a clarification request through CAATS. The VARO must respond to requests for clarification within 2 business days or the Contractor shall cancel the examination request. Initially, requests will be entered in CAATS. VBMS will replace CAATS when the capability to support IDES and BDD programs is available and then individual examination requests are entered in VBMS and sent to the Contractor through the Data Access Service (DAS). The transition from CAATS to VBMS may be staged and require requests from both CAATS and VBMS to be supported at the same time. This transition will be coordinated with the Contractor (refer to Section 29).

# 9.18.1 CAATS Request Submission Process

Requests submitted using CAATS will use the following validation and triage process:

The Contractor shall accept each request as it is uploaded. All examination requests that are accepted and ultimately completed will have timeliness measured from the time the request is uploaded into the Contractor's environment.

The validation process is performed by the Contractor upon receipt and acceptance of the request file in the Secure File Transfer Protocol (SFTP) folder. Electronic checks are performed to ensure that the request file is able to be processed. If the request passes the systematic validation, the date the file was uploaded to the Contractor's environment is the time at which the timeliness calculation is triggered. If, after initial acceptance of the request, it is determined that the request is a duplicate request or a request with an invalid format and/or missing data, the vendor may reject and return the request to CAATS. Valid requests continue to the triage process.

The CAATS system will update the status of exam requests to Submitted to Contractor after the exam requests within the file are successfully FTP to the vendor's system. This is considered to be an exam request that is pending.

Pending: is an exam request that has one of the following CAATS Status: Submitted to Contractor, Working, and Accepted by Contractor

The triage process follows initial acceptance of the file and consists of a Contractor review of the request and results in one of the following actions: Reject or Cancel. The Contractor shall have 48 hours to perform its triage and reject the request. The Contractor may cancel the request at any time in accordance with Section 9.18(f). If, after initial acceptance of the request, the exam request is rejected or cancelled as a result of the triage process, then the rejected or cancelled file will not be factored into the Contractor's timeliness standard calculation.

Accept: The Contractor shall use the current date as the date of request for all accept / reject / cancel information returned back to the VA through a CAATS file transfer.

When a request is accepted, the date of request is set to the current date.

If the triage process also identified updates to the requested worksheets, a Worksheet Addendum is created and sent through a CAATS file transfer.

Reject: Triage results in rejection of the request and Reject status along with rationale for the action is returned through a CAATS file transfer. A rejected request shall not be treated as a new examination request. VA will resubmit a request using the same CAATS Document ID # that was associated with the rejected file. In cases of Rejects, the timeliness clock is re-set and restarted at the time VA resubmits the request.

VA can rework the request and resubmit it through the CAATS file transfer. It is treated as a new request and undergoes the validation and triage process.

Cancel: Cancellation of the request may occur at any time following triage of the file or as a result of scheduling issues such as failure or refusal to report, or other cancellation reason authorized elsewhere in the PWS. In order to cancel the request it is first accepted and then later cancelled. If a Veteran or Servicemember is unable to attend an examination within 15 days from the date of the examination scheduling request, the Contractor will cancel the request using the reason, Veteran Unavailable and a comment shall be entered notifying the VA when Veteran is available for examination. These actions are sent separately through a CAATS file transfer. Once VBMS Integration is fully implemented, request cancellations will be performed per PWS Section 9.27 and the Contractor will submit a request to cancel the request and VA will accept and return a cancel exam request. Cancelled requests will not be factored into a Contractor's overall timeliness measurement.

An exam request can be cancelled by the vendor, by the regional office, or the Veteran. Complete is an exam request that has one of the following CAATS Status: Rejected, Cancelled, Complete (to include no shows, these should not be lumped into Cancelled)

# 9.18.2 VBMS Request Submission Process

VA enters requests into VBMS which uses DAS to establish bi-directional package transfers with the Contractor's Exam Management System (EMS) for requests, request clarification, and other actions (Refer to PWS Section 9.27) in accordance with PWS Section 29.

Requests submitted from VBMS will use the following validation and triage process:

The Contractor shall be responsible for checking for VBMS Exam Request Packages that are available for pickup through DAS. The VBMS Exam Request Package contains data on the Veteran or Servicemember and the contention(s) to be examined.

If the exam request is not accessible or is not in a valid format the Contractor will notify the COR on a daily basis with a list of inaccessible/invalid VBMS Exam Request Package(s) including the associated URL. VA will take the appropriate action to resolve the situation and Contractor discontinues triage process for this Package(s). If the DAS system is completely unavailable/inaccessible, Contractor will notify the COR immediately and this notification will not identify individual packages which may be pending as they are unknown to the Contractor.

The Contractor shall receive and validate the VBMS Exam Request Package against the schema and data attributes identified Attachment T, Exam Management Information Exchange Package Documentation (IEPD). Possible results of validation process are:

- a. Successful validation
- b. Contractor sends Exam Request Acknowledgement Package
- c. Accepted by Contractor EMS and date is start of timeliness determination
- d. If the request is a duplicate based on the exam scheduling request identifier, it will be marked as a duplicate and no further action will be taken
- e. Fails validation
- f. Contractor EMS sends a response to DAS with an error code
- g. Contractor to confirm compliance with validation process between DAS and EMS Contractor will notify the COR on a daily basis with a list of VBMS Exam Request Package(s), including the associated URL, which fail validation. VA will take the appropriate action to resolve the situation and Contractor discontinues triage process for this Package(s).

The triage process follows the acknowledgement of the validated VBMS Exam Request Package and consists of a Contractor review of the request and results in one of the following actions:

- a) No clarification required
- b) Proceed to appointment scheduling
- c) Clarification is required
- d) Contractor sends a Clarification Request Package
- e) VA responds and returns a Clarification Response Package
- f) Response provides requested clarification (else repeat clarification steps a and b) and proceed to appointment(s) scheduling
- g) In cases of clarifications that take place during triage the timeliness clock is re-set to zero and restarted at the time Contractor receives the Clarification Response from the VA. Time pending for clarification response will not count against the Contractor's timeliness.
- h) Contractor cancels request, for example the Veteran is deceased or if a Veteran or Servicemember is unable to attend an examination within 15 days from the date of the examination scheduling request, the Vendor will request a cancellation of the request using the reason, Veteran Unavailable and a comment shall be entered notifying the VA when Veteran is available for examination. Request cancellations will be performed per PWS Section 9.27 and the Contractor will submit a request to cancel the request and VA will accept and return a cancel exam request.

<u>Electronic Invoice File</u>: The Contractor shall provide VA with an electronic version of their monthly invoices to VA project manager for payment processing containing the following information: a list of services performed (an invoice, segregated by CLIN), including examination category or categories, tests completed with related Current Procedural Terminology (CPT) codes, descriptive titles and associated fees. Two separate invoices will be submitted: one for requests sent from CAATS and one for requests sent from VBMS.

For the CAATS invoice, the CAATS Examination ID # shall also be included for each examination billed under the invoice so that VA can tie each examination for which it is billed to the specific CAATS Examination ID # to which it is related.

For invoices for scheduling requests sent from VBMS, the following UUIDs shall also be included: request UUID, contention UUID(s), appointment UUID(s). With the electronic monthly invoice file

for VBMS exam scheduling requests, the contractor shall also provide a summary roll of numbers and information as identified in items 1 through 9 of Task Four

A separate report will also be sent to the VA COR in a delimited text file or Excel spreadsheet (if under 5MB) that has the following information: VA District; VA Contract Number; Claimant Name; CAATS Examination ID Number; Claim Number; Medical Professional Specialty: CLIN; CPT Code; Description; Cost; Date VA submitted request; Date of Appointment; Date VA received final package; Claim Center (Vendor provided can be blank); Claim Center City; Account Number (vendor provided can be blank); VA Purchase Order Number; and Vendor Name. An Excel spreadsheet will be provided as an example to the vendor. Additional information may be requested at the discretion of the CO and the COR, allowing 60 days for the vendor to adjust the report.

<u>Contractor Point of Contact</u>: The Contractors shall provide the name and contact information of a primary POC for each VARO. POCs can serve as the primarily liaison with multiple VAROs as long as there is sufficient coverage in this regard for each District supported as a result of the contract.

**Appointment Wait Time:** Examiners shall meet with Veterans or Servicemembers within one hour of scheduled appointment time. The Contractor shall investigate tardiness and habitual delays with physicians and take corrective action to eliminate or minimize future delays.

<u>Worksheet Instructions</u>: The Contractor shall follow the instructions on the worksheets. If the worksheet requires an examiner to conduct an examination of a Veteran or Servicemember to determine suitability for a particular diagnostic test, then the Contractor shall not schedule such diagnostic test prior to the Veteran's or Servicemember's examination.

**Requests for Information:** The Contractor must be prepared to comply with requests for information, including those originating from Congress, using company letterhead, complete sentences, and professional English.

**Government Audits:** The Contractor shall comply with the requests of Government and independent auditors during audits of this contract and all associated contract documentation, including but not limited to invoices and medical disability examinations.

**Emergency Plan:** The Contractor shall prepare an emergency action plan for inclement weather or natural disasters for all scheduled examinations in the District affected.

Appointment Rescheduling Limitations: The Contractor shall limit requests for rescheduling of any appointment(s) to one (1). Veterans and Servicemembers (including MSCs and PEBLOs who may request the reschedule on behalf of the Servicemember) will have only one opportunity to request any or all appointment(s) to be rescheduled, unless otherwise requested and approved by VACO. If the Veteran or Servicemember fails to show for the rescheduled appointment(s), the Contractor shall notify the VARO/military installation. If the Veteran or Servicemember is not available for reschedule until 15 days or more following the original appointment date, the examination request will be cancelled and resubmitted when the Veteran or Servicemember is available to attend the required examination. The examination request will be considered "cancelled." The Contractor will invoice as a complete or partial no-show as applicable for that appointment(s). The Veteran or Servicemember must file a new request through the VARO/military installation. State Declared Emergencies, Force Majeure, or Acts of God that are the primary cause of a rescheduled appointment will not be counted as a rescheduled

appointment for purposes of the limitations referenced in this paragraph.

## **VBMS Request Status Updates**

Modification requests from the Contractor to include cancellation requests at both the contention level and the scheduling request level can be received using the technical requirements as outlined in the IEPDs. Cancellation of the request may occur at any time following triage of the file or as a result of scheduling issues such as failure or refusal to report, or other cancellation reason authorized elsewhere in the PWS. In order to cancel the request it is first accepted and then later cancelled. If a Veteran or Servicemember is unable to attend an examination within 15 days from the date of the examination scheduling request, the Vendor will request a cancellation of the exam request using the reason Veteran Unavailable and a comment shall be entered notifying the VA when Veteran is available for examination. Contractor will submit a request to cancel the request and VA will accept and return a cancel exam request. Cancelled requests due to Veteran unavailability will not be factored into a Contractor's overall timeliness measurement.

For VBMS exam scheduling requests, VBMS will send an exam rework request as described in the attached IEPDs, which will contain UUIDs identifying the previous exam scheduling request the exam rework request is associated with.

The following is a list of defined packages from VBMS:

- a) Clarification response: A user's response to a request for clarification; as part of a response, users may cancel a contention or cancel the exam scheduling request. This status will pause the timeliness calculations while awaiting response from VA. In cases of clarifications that take place during triage the timeliness clock is re-set to zero and restarted at the time Contractor receives the Clarification Response from the VA.
- b) Change Veteran/Servicemember address:
- c) If Veteran/Servicemember's address changes after an appointment has been scheduled and they are within 50 miles for a regular exam or 100 miles for a specialty exam, timeliness shall not be paused and the exam shall continue as previously scheduled. If the Veteran/Servicemember is outside of the 50/100 mile radius' as described, the exam request shall be cancelled and VA will resubmit.
- d) If the Veteran or Servicemember changes their address after an appointment is scheduled and the Contractor is notified more than 24 hours prior to the scheduled exam, the Contractor shall cancel the request and categorize the reason as "Veteran or Servicemember relocated."
- e) Cancellation of future appointment(s) will be treated as partial or complete no show situation based on notification timeline and invoice accordingly.
- f) Appointment(s) that have been completed at receipt of request will be finalized, submitted, and invoiced. Medical reports (e.g. DBQs, non-DBQ worksheets) will not be considered insufficient due to cancellation from change in address.
- g) Cancel contention
- h) Appointment(s) that have been completed at receipt of request will be finalized, submitted, and invoiced. Medical reports (e.g. DBQs, non-DBQ worksheets) will not be considered insufficient due to cancellation of contention.
- i) Reschedule appointment
- j) Current appointment is cancelled and treated as partial or complete no show situation based on notification timeline and invoice accordingly.
- k) Timeliness calculation will exclude the duration from the date of the reschedule request to the date of the new appointment.

- I) Request to cancel appointment
- m) Cancellation of appointment will be treated as partial or complete no show situation based on notification timeline and invoice accordingly.
- n) If the results from the cancelled appointment are required to complete the DBQ(s) for a contention, the medical reports (e.g. DBQs, non-DBQ worksheets) will not be considered insufficient due to cancellation of contention.
- o) Cancel exam request
- p) If appointment(s) have been completed, Contractor will finalize report(s), submit, and invoice.
- q) If the results from the future cancelled appointment(s) are required to complete the DBQ(s) for a contention, the medical reports (e.g. DBQs, non-DBQ worksheets) will not be considered insufficient due to cancellation of contention.
- r) Rework exam request: a request for a new exam after a previous exam request produces unclear or inconsistent results. A rework exam request includes clarifications to previously conducted exams and insufficient exams that do not meet the exam requirements to rate the claim. Timeliness will not be paused while in this status.
- s) Modify request for special information need

If special information need requires delay in scheduling appointment(s) the timeliness calculation will exclude the duration from the date of the request to the date of the appointment(s).

List of defined packages expected from Contractor's EMS:

- a) Appointment status
- b) Appointment scheduled
- c) Appointment reschedule request
- d) Appointment cancelled
- e) Appointment completed
- f) Clarification request: A request sent from EMS to answer questions or provide more detailed information about an exam scheduling request, rework request, or about a contention associated with an exam request. This status will pause the timeliness calculations while awaiting response from VA. In cases of clarifications that take place during triage (before any appointments have been scheduled), the timeliness clock is re-set to zero and restarted at the time contractor receives the Clarification Response from the VA.
- g) Cancel exam scheduling request: Can only be sent if no appointments have been held.
- h) Cancel contention: Can only be sent if no appointments have been held.
- i) Contention results package available

#### 10.0 EXAMINATION REQUIREMENTS

All examinations shall be conducted in accordance with VA-issued examination worksheets specified in the examination request. The examination worksheets provide detailed examination requirements based upon legislative and court mandated criteria for VA disability entitlement determinations. Changes may be made periodically to the examination worksheets to reflect changing regulatory or medical requirements. The COR will notify the Contractor's Program Manager in writing when changes occur. Within 60 days of notification and provision of required information for file transfers, the Contractor shall accommodate all technical changes without revision of the Schedule of Prices unless the change results in the provision of a new service for which pricing had not already been established. Revisions to the DAS file transfer (See Section 29.0) requirements for changes to examination request, status updates, existing worksheets or

DBQs and for the release of new worksheets or DBQs will be reviewed upon receipt and the Contractor will notify VA if Schedule of Prices updates are required.

Comprehensive General Medical Examinations must document a complete review of each system.

**Required Tests:** All test and procedures required by the examination worksheets shall be conducted unless not medically advisable or declined by the individual examined. The examination report must detail and document any reason for not performing a requested test or study. Waivers for declined tests must be attached to the examinations upon submission to VA. VA will not provide a specific waiver form. Tests listed in the examination worksheets represent the standard required tests necessary for the examined condition. No invasive procedure (e.g., endoscopy, colonoscopy, spinal tap) shall be performed without the prior approval of all of the following entities: the individual to be examined and VACO (medical director).

Recent Tests: If test results are documented in the record and available to the examining physician for review, those tests shall not be repeated unless specifically requested by the VARO, or there is indication of recent changes in the condition examined (e.g., condition or disease progressing complications). If a test is required for diagnosis and is not documented in the record, the test should be conducted. A nondiagnostic test should not be repeated unless required by the examining clinician to determine the severity of a condition. See Attachments L&M for tests that should accompany an exam.

<u>Complete Examinations</u>: All claimed conditions identified on the examination request MUST be examined. All questions included in the examination worksheet must be answered. If the answer is neither yes nor no, a clear statement must be included explaining why a definitive answer could not be provided; the probability of a positive response; and a statement of the evidentiary basis for that assumption. A diagnosis must be provided or a statement included that the claimed condition was not found for each condition specified in the examination request. If a diagnosis cannot either be established or ruled out, the findings must be documented with a clear statement of why a diagnosis could not be established.

C&P examinations are designed to identify functional status employing physical examinations and established diagnoses of record. Performing repeat testing to confirm an established diagnosis or condition is unnecessary. If there are no tests of record to establish a diagnosis or condition, the test required by the worksheet will be performed. An examination report returned with a statement that a claimed condition could not be established because the worksheet tests were not performed is deemed unacceptable. The only exceptions are that the required worksheet tests were either: (1) not medically advisable, or (2) declined by the individual examined.

If a diagnosis is established which is different than an existing diagnosis for the same condition, the two diagnoses must be reconciled with a statement documenting the basis for change of diagnosis and whether the new diagnosis represents a progression of an earlier diagnosis, correction of a prior incorrect diagnosis, or a new independent entity.

# Correction of Examination Reports in CAATS and VBMS

Correction of Inadequate Examination Reports and Clarification of Insufficient Reports in CAATS: An inadequate exam is defined as a medical examination worksheet and/or DBQ submitted with incomplete and/or missing information from the required fields or contains inaccurate medical information, even if the VARO does not require clarification to reach a disability rating decision.

An Insufficient exam is defined as a medical examination worksheet and/or DBQ which despite being complete with all fields being addressed and containing accurate medical information, requires clarification for the VARO purpose of reaching a disability rating decision.

The Contractor shall return corrected inadequate examination reports to VA within 7 calendar days, The Contractor shall deduct 50% from the billing of the inadequate exams." The Contractor shall return requests for clarification on insufficient examination reports to VA within 7 calendar days without additional charge to VA. The only exception will be for charges incurred due to additional tests authorized by VA. VA will send a CAATS file transfer to the Contractor indicating that the examination report is either insufficient or inadequate and include the specifics on the reason for return. Inadequate examination reports are those that do not meet the examination worksheet requirements (i.e., no diagnosis, no testing performed, etc.). Insufficient examination reports returned for clarification, correction, or completion will be amended and returned without additional charge (See Section 12.0, Performance Requirement Summary (PRS)). All IDES examination requests for clarification, insufficient or inadequate, from DoD must be submitted through CAATS and sent to the Contractor through the daily examination request transfer file. The Contractor will expedite the processing of the request for all IDES cases. Specifically, these requests shall be completed in no more than five business days from the date of receipt. If a clarification is required due to omission of a claim/referred condition within the original examination request, a new examination request for the added condition must be submitted for which the Contractor will invoice accordingly.

The Contractor will be required upon request from the VA to provide a detail level report for each inadequate or insufficient request, to include the date received, date resolved, and the date if additional information was requested from the VA.

Rework requests to include Correction of Insufficient Examination Reports and Requests for Clarification in VBMS: Rework requests are completed exam results that VA has determined are unclear or inconsistent and need additional information. Rework requests can be insufficient examination reports or requests for clarification. Insufficient examination reports are those missing requested information needed to rate the claim. A clarification request is limited to examination reports containing all information necessary to rate a claim, but where information contained therein is conflicting in interpretation. Clarification requests do not result in the Veteran or Servicemember returning for an additional examination. The Contractor shall return corrected rework requests for insufficient examination reports to VA within 7 calendar days without additional charge to VA. The Contractor shall return corrected rework requests for clarification to VA within 7 calendar days without additional charge to VA. The only exception will be for charges incurred due to additional tests authorized by VA.

VA will send an Exam Rework Request package through DAS file transfer to the Contractor for an exam rework request. It will be in the same file format as an Exam Scheduling Request except it will contain both the data and narrative from the previous Exam Scheduling request and the narrative concerning whether it is an exam rework for clarification or insufficiency and why for each contention data package.

<u>Minimum Observations</u>: Evaluation of muscular-skeletal conditions for functional loss of movement requires a minimum observation of three repetitions at the joint being examined.

<u>Visual Field Tests</u>: Use of Goldmann Bowl Perimeter Testing is required for visual field tests.

The Contractor can use other modern kinetic or automated perimetry devices but the resulting chart has to be translated on a Goldmann Bowl Perimetry chart. The visual field will be tested only in cases of diplopia and/or blurred vision. The dry eye and visual deficits corrected with eyeglasses are not eligible for a Goldmann Bowl Perimetry Test.

**Soundproof Booth**: Audiology examinations will take place in a soundproof booth, as set forth in OSHA Standard 1910.95 App D. All Audometric Booths should comply with the minimum required performance and general design criteria as outlined in VHA Handbook 1170.2 Appendix D (Attachment U)

<u>Others Present</u>: At the Veteran's or Servicemember's request, family members, caregivers, service animals, and significant others are permitted to accompany the Veteran or Servicemember during an examination but may not participate in and/or interfere with the examination. If the presence of third parties would interfere with tests, examinations, or present any risk either to the patient or examiner, this may be modified accordingly.

**Appointment Scheduling:** The Contractor shall schedule appointments for no less than the time length specified below for each type of Examination:

Comprehensive General Medical Examination: 60 minutes;

Initial Post-Traumatic Stress Disorder (PTSD) examinations: 60 minutes;

Audiology: 30 minutes;

Dental: 20 minutes;

Ophthalmology: 30 minutes;

Ear/Nose/Throat: 30 minutes;

Psychiatry: 60 minutes;

Musculoskeletal: 30 minutes;

Infectious/Immune/Nutritional Diseases: 30 minutes;

Respiratory: 30 minutes;

Cardiovascular: 30 minutes;

Digestive: 30 minutes;

Genitourinary: 30 minutes;

Gynecological/Breast: 30 minutes;

Hemic and Lymphatic: 30 minutes;

Skin: 20 minutes;

Endocrine: 30 minutes; and

Neurologic: 45 minutes.

The described schedule includes face-to-face time between the examination provider and Veteran or Servicemember. The number of disabilities to be examined determines the time frame needed as well as the criteria of the DBQ/C&P examination worksheets. The timeframes provided represent minimum amounts of time anticipated to evaluate the disabilities appropriately. Longer examinations will not result in additional reimbursement. There is no required scheduling timeframe for review PTSD examinations. Psychiatric testing shall be performed as necessary per the requirement stated on each Mental Health DBQ.

TBI will include a "comprehensive medical evaluation" which would be 60 minutes, and the psychiatric/ cognitive or mental evaluation part of the TBI examination would be expected to be a separate 60 minutes, if an initial PTSD examination is needed.

Examiner Credentials and Signature: Completed examination reports shall include the examiner's credentials (e.g. MD, MP, PA, etc.), specialty (internal medicine, family practice, neurologist, etc.) and signature in accordance with requirements of examination. The examiner's credentials shall be included in the signature block. The person signing the examination shall be the person who conducted the examination. Contractors shall adhere to the VA Technical Reference Model (TRM) (<a href="http://www.va.gov/trm/">http://www.va.gov/trm/</a>) for approved digital signature standards and software technologies. VA TRM (<a href="http://www.va.gov/TRM/StandardPage.asp?tid=5291">http://www.va.gov/trm/</a>) shows that the Digital Signature Standard (DSS) Federal Information Processing Standards (FIPS) 186-4 Industry Standard is the VA approved standard for digital signatures to ensure authenticity. VA TRM approved American Society for Testing and Materials (ASTM) E1762: Standard Guide for Electronic Authentication of Health Care Information

(http://www.va.gov/TRM/StandardPage.asp?tid=5312). ASTM E1762 enhances VA's security posture by serving as the consensus standard on the design, implementation, and use of electronic signatures.

<u>Complete Reports</u>: The Contractor shall ensure that examination reports are adequate and in compliance with the examination request worksheets with review of test results by examiners documented, and any discrepancies resolved.

<u>Unauthorized Recording</u>: The Contractor shall not record examinations in any media to include video tape, photographs or audio unless specifically requested and authorized in advance by the regional office.

<u>Assistant Attendance</u>: The Contractor shall document in the examination report that all gynecological, rectal/anal, and breast examinations are performed by a physician in the presence of an assistant.

<u>Delivery of Completed Reports</u>: The Contractor shall forward to VA completed examination reports in accordance with the due dates outlined in Section 8.6 (Schedule of Deliverables). X-rays reports shall be delivered within 24 hours of the report delivery date.

**Examination Quality:** The Government will measure the quality of the vendor's performance in completing examination requests. The Government will evaluate the quality of performance by

reviewing a

statistically valid sample at the 95 percent confidence level with a 5 percent margin of error. The evaluation of quality will be completed on a quarterly basis. The worksheet or DBQ evaluation will include a review of the following:

All questions listed on the worksheet(s) shall be addressed and answered as indicated per the worksheet instructions;

The correct worksheet(s) were utilized in completing the examination;

The appropriate tests, procedures, laboratory work, and x-rays, as indicated on the worksheet(s), were utilized in completing the examination;

The correct and current CPT billing codes, related CLINs, and CAATS ID examination number or UUID(s) for examinations, tests, procedures, laboratory work, and x-rays were listed on the examination report (See Section 12.0, PRS); and

All examination reports satisfy the credential and signature requirements found in Section 10.0 (Examination Requirements).

Abnormal Findings: The Contractor shall alert the Veteran or Servicemember of any abnormal finding during the examination which the Veteran or Servicemember should follow-up with their primary physician. If a Veteran or Servicemember expresses suicidal ideation during an examination, the examination provider shall provide the Veteran or Servicemember with the following information regarding the VA Crisis Line: Toll-Free phone number 1-800-273-8255; availability to chat online at <a href="www.VeteransCrisisLine.net">www.VeteransCrisisLine.net</a>, or send a text message to 838255 to receive free, confidential support 24 hours a day, 7 days a week, 365 days a year, even if they are not registered with VA or enrolled in VA health care. VA also provides support for Servicemembers through the Military Crisis Line. Servicemembers and their families and friends can call and text the Veterans Crisis Line numbers and can chat online at <a href="www.MilitaryCrisisLine.net/Chat">www.MilitaryCrisisLine.net/Chat</a>. The Contractor shall submit an incident report to the COR within 24 hours of the incident (see Attachment J).

If other life-threatening conditions such as cancer or heart disease are identified during the examination, the examination provider shall advise the Veteran or Servicemember of the existence of the condition and provide confirmation in the remarks section of the worksheet or DBQ that the Veteran or Servicemember was advised of the condition.

Abnormal Findings/Protecting Vulnerable Veterans: The Contractor shall alert the Servicemember of any abnormal finding during the examination which the Veteran should follow-up with their primary physician. If other life-threatening conditions such as cancer or heart disease are identified during the examination, examiner shall advise the Veteran of the existence of the condition and provide confirmation in the remarks section of the worksheet or DBQ that the Veteran was advised of the condition.

**DBQ** Addition:

Vendor shall add the following in the remarks section of each DBQ:

a.

Is there a need for the Veteran/Servicemember to follow up with his/her primary care provider regarding any findings in this examination (not limited to claimed condition(s))?

### YES/NO

i.

- ii. If YES: Was the Veteran/Servicemember notified to follow up with his/her primary care provider? YES/NO
- b. Protecting Vulnerable Veterans

Suicidal/Homicidal Ideation:

If a Veteran expresses suicidal or homicidal ideation or obvious mental distress during an examination, the examination provider will advise the Veteran that such feelings are taken very seriously by the agency. The examination provider will ask the Veteran to confirm or deny ideation.

If the Veteran confirms ideation, ask the Veteran/Claimant if they would be willing to speak with a professional regarding their mental health symptoms. If the Veteran agrees, the examination provider shall contact the Veteran Crisis Line at 1-800-273-8255, introduce the Veteran to the Crisis counselor, and allow the Crisis Counselor to speak with the Veteran. Alternately, the Veteran may contact the VA Crisis line via online chat at www.VeteransCrisisLine.net, or send a text message to 838255 to receive free, confidential support, 24 hours a day, 7 days a week, 365 days a year, even if they are not registered with VA or enrolled in VA health care. Exam provider will provide this information to the Veteran, and make every effort to put the Veteran in touch with the Crisis Lline as soon as possible The Contractor shall submit an incident report to the COR within 24 hours of incident. Contractor will contact exam liaison at nearest Regional Office to distressed Veteran's address of record. and ask exam liaison to coordinate with nearest VAMC for medical follow up with Veteran. If Veteran is evacuated for treatment, include evacuation location in incident report to the VA Contract Exam email address (ContractExam.VBAVACO@va.gov) and the COR, if patient transported. Document referral during exam to Crisis Line, as well as contact with exam liaison, and any other related action in worksheet or DBQ notes.

If the Veteran denies ideation or serious threat, take no action, but note in the notes section of worksheet or DBQ, noting Veteran indicated ideation, but later denied. i.

- ii. If Veteran demonstrates violent or threatening behavior, follow local clinic procedures, and contact local law enforcement if necessary. The Contractor shall submit an incident report to the VA Contract Exam email address (ContractExam.VBAVACO@va.gov) and the COR within 24 hours of incident.
- c. Special Emphasis (ex. Homeless)
- i. If a Veteran identifies as homeless, exam provider will note this in exam worksheet or DBQ notes.
- d. Physical Distress
- i. At the moment Veteran is indicating physical distress, exam provider should assess the Veteran's condition. If medical assessment proves emergent escalation of care is needed, follow clinic procedures for evacuating patients in need of emergent care.
- ii. The Contractor shall submit an incident report to the COR within 24 hours of incident.
- e. Natural Disaster
- i. In the event of a natural disaster, shelter in place, unless advised to evacuate.

- ii. If evacuation becomes necessary, follow clinic evacuation procedures.
- iii. The Contractor shall submit an incident report to the COR within 24 hours of incident.

<u>Medical Opinions and Record Reviews</u>: The Medical Opinion is a routine part of an examination and is considered one worksheet, which will add to the total number of worksheets for the examination provided. (Please see as a reference the literature below). Under the provisions of the 38 U.S.C. § 5103A(d), Medical examinations for compensations claim:

In the case of a claim for disability compensation, the assistance provided by the Secretary under 38 U.S.C. § 5103A(a) shall include providing a medical examination or obtaining a medical opinion when such an examination or opinion is necessary to make a decision on the claim.

The Secretary shall treat an examination or opinion as being necessary to make a decision on a claim for purposes of paragraph (1) if the evidence of record before the Secretary, taking into consideration all information and lay or medical evidence does not contain sufficient medical evidence for the Secretary to make a decision on the claim.

Medical opinions requested under the 38 U.S.C. 5103A(d) are to be provided by VA and contract clinicians, and are part of the normal claims process.

A record review is generally required in order to provide a medical opinion. Medical opinions may be requested with or without an accompanying examination.

When a request for a medical opinion is received along with a request for an examination, the contractor shall bill under CLIN 0019A, 0019B, or 0019C (see section B.3. Schedule of Prices). When a request for a medical opinion is received without a request for an examination of the same body system, the contractor shall bill under CLIN 0019AA, 0019BB, or 0019CC (see section B.3. Schedule of Prices).

These CLINs may be billed only once per provider, and both the A/B/C and AA/BB/CC CLINs may not be billed by the same provider for a Veteran's request.

Evidence required to be reviewed includes, but is not limited to, the DD214/separation documents; all Service Treatment Records (STRs); outpatient and inpatient treatment records, and overall, the full-claims' folder or "C-file." The size and volume of the claims folder is unique to each Veteran's or Servicemember's claims history within the Veterans Benefits Administration (VBA). Some records may be only a few pages, while others may include multiple pages. There are no "partial claim folders." Either the complete record will be made available in VBMS/VVA or a complete record will be shipped to the Contractor.

<u>Telehealth Mental Examinations</u>: The use of telehealth technologies may be authorized by the COR. Such examinations are covered by two CPT codes, billed together: 90791 for the mental health examination, and 90785 for the interactive complexity of the examination. These examinations shall adhere to the following requirements:

Use of clinical video conferencing, also referred to as telehealth technologies, should adhere

to industry standards in performing medical examinations through the use of telehealth. At a minimum:

The telecommunication link must be a minimum of 384 kilobits/second resolution;

The video conferencing camera should be equipped with pan/tilt/zoom capability or a two camera capability for simultaneous focused and wide-view. The dual camera approach is preferred as it provides dual video streams to allow the examiner to view output from both cameras simultaneously and maintain focus on the Veteran or Servicemember versus adjusting the camera; and

- a) The telecommunication link must employ encryption, adhering to Federal standards of FIPS encryption.
- b) The Contractor will inform the ordering VARO via email or phone log memo of the intent to employ clinical video-conferencing for the referred examination;
- c) The use of these technologies is restricted to mental health disability examinations (e.g. Psychiatry- Mental Disorders examinations including examinations for Initial PTSD);
- d) The conference shall not be conducted solely by telephone; the examiner must have "face to face" interaction with the Veteran or Servicemember. The conference shall take place in real time and not be "store and forward" case review:
- e) To comply with the contract's requirement that the examiner has a current unrestricted license to practice the health care profession of the physician and who is not barred from practicing such health care profession in any State, the District of Columbia, or a Commonwealth, territory, or possession of the United States to provide the examination (See Section 17.0);

The Contractor shall provide these services at one of the following specified locations which meets the requirements of the contract in terms of ADA and OSHA compliance in a clinical setting.

- a) The office of a physician or practitioner;
- b) a hospital;
- c) a critical access hospital;
- d) a rural health clinic; and
- e) a federally qualified health center.

The Contractor shall only employ practitioners trained to perform telehealth mental examinations, including a standardized training manual for clinicians that the Contractor shall develop;

Veteran or Servicemember location guidance includes:

Attendant at the location to orient the Veteran or Servicemember;

The room must be adequately soundproof to protect patient privacy; and

The lighting and color of the room should ensure the optimum conditions for a video assessment to take place.

The Contractor shall outline a procedure to positively identify Veterans or Servicemembers at the start of each telehealth mental examination;

Prior to conducting these examinations, the Contractor shall provide the COR with an emergency response plan for telehealth mental encounters;

Veteran or Servicemember must be willing to participate in DBQ/C&P telehealth mental examination;

Veteran or Servicemember must acknowledge and accept limits of clinical video-conferencing for their compensation and pension examination;

The Contractor shall provide any and all needed equipment for the session. The Contractor shall not require the Veteran or Servicemember to purchase any equipment for the examination;

In order to determine exclusionary factors and confirm participation in a telehealth mental evaluation, the Contractor shall contact the Veteran or Servicemember by phone. If during this telephone interview any of the exclusionary factors listed below become obvious, the Veteran or Servicemember shall not be scheduled for a telehealth session. During the phone contact there is to be an explanation addressing concerns of privacy, dignity, and confidentiality, and assurance that the session is not recorded;

The Veteran or Servicemember must possess mental capacity and adequate sensory abilities to participate (as determined by the exclusionary factors listed below):

Inability to effectively communicate due to:

Hearing impairment; Language barrier; Speech impediment; or Memory deficit.

Inability to effectively verbalize/express information.

The following factors apply during a telehealth mental session and the Contractor shall terminate the session:

- veterans or Servicemembers who are/or become acutely violent or unstable with poor impulse control;
- b) Veterans or Servicemembers who show signs of cognitive disturbance and/or become uncomfortable with the telehealth process;
- c) Veterans or Servicemembers unwilling or unable to participate in a meaningful way;
- d) Veterans or Servicemembers actively psychotic and unable to participate secondary to the

nature of their illness; or

e) Veterans or Servicemembers with psychotic disorders that may be exacerbated through use of the technology (e.g., ideas of reference regarding television).

Following an explanation of the technology and obtaining consent of the Veteran or Servicemember to use telehealth mental, the Contractor shall contact the ordering VARO that referred the mental health disability examination request. The Contractor shall provide the ordering VARO justification for using remote examination for this particular claimant and outline his/her ability to participate, considering the exclusionary factors;

Contractors will identify telehealth mental examinations by:

Invoicing against CLINs 0015B and/or 0015D; and

Reporting on monthly data reports the number and locations of telehealth mental examinations.

## **Other Examination Requirements:**

Multiple examinations for different conditions by different specialty doctors in the same practice that occur on the same day are reimbursable by VA. Same day appointments are allowed to expedite the claims process and prevent unnecessary travel by claimants.

The number of x-rays performed in one day can be more than allowed by Medicare to expedite the claims process. VA encourages multiple same day appointments to expedite the claims process and improve timeliness of the claims. The scheduling of these appointments on the same day is expected to take into account the location of different appointments and accessibility of the claimants to attend all appointments in a timely manner.

For the convenience of the claimants and to expedite the claims process, VA is in favor of audiologists/ENT physicians who note earwax impaction at time of the DBQ/C&P examination, removing the cerumen and proceeding with the audiology/ear examination if possible. This practice expedites the claims process rather than sending claimant to a different doctor or back to their own treating physician/audiologist to remove the wax prior to the audiology examination. Under these circumstances, Earwax removal - CPT 69210, would be allowed and reimbursed with CPT 92557, Comprehensive audiology testing and CLIN 0004, Impairment of Auditory Acuity/Ear and Other Sense Organs.

The C&P Audiology worksheet (see Attachment Q) shall be used for all Audiology examinations. According to the C& P Audiology worksheet, the Air Conduction and Speech testing is required. Bone Conduction is also required if Air Conduction threshold is greater than 15dB. The Contractor shall use CPT Code 92557 to invoice all Audiological testing regardless of whether Bone Conduction threshold is required to be performed.

Incorporate Medicare Approved National Correct Coding Initiative (NCCI) edits in the invoicing of CPT codes. The NCCI edits are used in accordance with a Medicare Fee Schedule, which is published annually, and revised on a regular basis. Contracted providers shall update the NCCI within 60 days of contract award and published updates.

#### QUALITY ASSURANCE

The Contractor shall demonstrate a quality assurance program to ensure that the examination reports comply with VA requirements before submission to VA.

<u>Correction of Deficiencies</u>: The Contractor shall take corrective action when examination deficiencies are identified and return any corrective/additional information to the COR within 14 calendar days of identification of the deficiency.

**VA Oversight:** VA shall have ultimate oversight, review, and rejection/acceptance for all deliverables, tasks, and sub-tasks related to this program/acquisition.

<u>Customer Service Survey</u>: VA will implement a customer survey program intended to provide VA with feedback from Veterans and/or Servicemembers who receive examination services under this contract. VA, or a third-party contracted with VA, will provide survey cards and/or a webbased survey against which Veterans and/or Servicemembers may provide feedback regarding the quality of customer service provided by the Contractor and its examination providers.

# 12.0 PERFORMANCE REQUIREMENT SUMMARY (PRS)

	Unsatisfactory	Expected	Exceptional
Areas	Performance	Standard of	Performance
	Standard	Performance	Standard

Areas		Expected Standard of Performance	Exceptional Performance Standard
Timeliness			
The Government will measure the timeliness of completion of the examination reports.  For requests submitted through CAATS: Timeliness is defined as the number of days from (1) the date the examination request is accepted and file transfer is submitted by the Contractor to CAATS, to (2) the date the completed examination report(s) notification is successfully transmitted to CAATS by the Contractor.	(for BDD and IDES Examinations or	30 calendar days (for BDD and IDES Examinations or for Incarcerated Veterans)	Less than 30 calendar days (for BDD and IDES Examinations or for Incarcerated Veterans)
For requests submitted through VBMS: Timeliness is defined as the number of days from (1) the date the examination request is acknowledged during the triage process, to (2) the date the last contention results package for the request is successfully transmitted to VBMS through DAS by the Contractor.			
The Government will evaluate timeliness by calculating the average timeliness of all examinations on a quarterly basis over each year of performance. The data used for calculating the average timeliness will be obtained from CAATS and VBMS. Timeliness calculation includes accommodation for exclusion of time in defined status/situations.  The evaluation of timeliness will be completed on a quarterly basis. There may be occasions where are surge in exam request volumes are required. A surge is an influx of significantly higher than normal exam request volume due to a VA initiative or change in VA work requirements mandated by VA leadership or Congress. A surge may also result from one vendor's inability to perform requested work and another vendor assuming the workload.  Where appropriate, a temporary waiver of the			
timeliness standard may be authorized in cases of a surge. All temporary waivers of the timeliness standard must be signed by the Contracting Officer in order to be effective.			

Areas	Unsatisfactory Performance Standard	Expected Standard of Performance	Exceptional Performance Standard
Quality Review	90% or less	92%	94% or greater
The Government will measure the quality of the vendor's performance in completing examination requests. The Government will evaluate the quality of performance by reviewing a statistically valid sample at the 95 percent confidence level with a 5 percent margin of error. The evaluation of quality will be completed on a quarterly basis. The worksheet or DBQ evaluation will include a review of the following:			
All questions listed on the worksheet(s) shall be addressed and answered as indicated per the worksheet instructions; The correct worksheet(s) were utilized in completing the examination; The appropriate tests, procedures, laboratory work, and x-rays, as indicated on the worksheet(s), were utilized in completing the examination; The correct and current CPT billing codes, related CLINs, and CAATS ID examination number or UUID(s) for examinations, tests, procedures, laboratory work, and x-rays were listed on the examination report (See Section 12.0, PRS); and All examination reports satisfy the credential and signature requirements found in Section 10.0 (Examination Requirements).  Customer Satisfaction Survey  Based on Veteran responses to question: —Overall satisfaction of experiencel to include the —Very Satisfiedll or —Somewhat Satisfiedll; Quarterly  9% or less 92% 95% or greater All of the above areas will be evaluated			

All of the above areas will be evaluated quarterly.

<u>Monetary Incentive</u>: A monetary incentive is included with this contract. The intent of the incentive is to encourage continuous improvement, over the life of the contract, beyond the minimum Expected Standard of Performance listed in the PRS. Eligibility to receive the monetary incentive is based on the Contractor's performance in accordance with the criteria listed within the PRS. Performance will be measured on a quarterly basis throughout the life of the contract and the Contractor(s) are eligible, quarterly, to receive the monetary incentive based performance

during the previous quarter.

A Contractor may qualify for the monetary incentive if, in a single measured quarter for each District serviced by the Contractor, the Contractor (1) meets or exceeds the Exceptional Performance Standard for Timeliness and (2) meets or exceeds the Expected Standard of Performance for Quality. The incentive earned is a percentage of the measured quarter's total invoiced amount for the particular District. Following is a table that represents the level of Monetary Incentive to be earned based on the Contractor's ability to exceed the Expected Standard of Performance:

Incentive Earned	Timeliness Rating	Quality Rating
0.00%	30 Calendar Days	92% or greater
1.25%	29 Calendar Days	92% or greater
1.50%	28 Calendar Days	92% or greater
1.75%	27 Calendar Days	92% or greater
2.00%	26 Calendar Days	92% or greater
2.50%	25 Calendar Days or less	92% or greater

For example, a Contractor properly invoices for \$10,000,000.00 during the quarter for a particular District. The Contractor performed with a timeliness rating of 28 **and** a Quality rating of 92% or greater during the same quarter. The Contractor would be entitled to a 1.50% monetary incentive payment, or \$150,000.

The Contractor will be notified by the COR of its timeliness and quality ratings by way of a Quarterly Performance Evaluation Report. The Contractor may invoice for the monetary incentive once the Contractor receives a quarterly performance evaluation report that indicates it has met the requirement for the monetary incentive (see CLIN 0022C). The Quarterly Performance Evaluation Report will be provided to the Contractor within 45 calendar days following the end of the previous quarter.

<u>Disincentives</u>: If Contractor is Unsatisfactory in ANY area (Timeliness or Quality) for the single measured quarter, the Contractor shall not receive any bonus and shall return to VBA an amount equal to 1.0% of the measured quarter's total invoiced amount for the particular District(s).

**Examination Request Allocation**: For any District in which two Contractors provide MDEs, 100% of the total examination request volume will be split equally between Contractor A and Contractor B throughout the period of performance.

<u>Audit Reports</u>: The Contractor shall provide full cooperation with the auditor(s) and respond to audit reports and take corrective actions if necessary. The findings of the audit will affect recommendations for past performance and whether or not option years are exercised. The emphasis being that the accuracy of all invoicing by the Contractor will be closely observed.

Request for clarification should be returned within 7 calendar days.

#### 13.0 TRAVEL

The Government will not compensate or reimburse the Contractor or its Subcontractors for any travel in relation to performance of any requirement under this contract, except for examinations for incarcerated Veterans.

In accordance with Section 9.8, examination providers may occasionally be required to perform an examination on a Veteran who is incarcerated in a State or Federal Prison facility. Travel to such facilities may be required and will be subject to prior approval by the COR. The Contractor shall make no travel arrangement without prior approval by the COR. Travel expenses shall not exceed the NTE amount in the travel CLIN 0022A found in Section B.3 (Schedule of Prices). Contractor travel will be made in accordance with FAR part 31.205-46, Travel costs. Mileage shall be calculated using directional mapping tools, such as Google Maps (https://www.google.com/maps), MapQuest (http://mapquest.com), or Bing Maps (https://www.bing.com/maps). Each Contractor invoice must include copies of all receipts that support the travel costs claimed in the invoice. Anticipated travel expenses may include, but are not limited to, roundtrip travel from the examination provider's place of business or residence to the prison facility. See FAR part 31.205-46 and Federal Travel Regulations (FTR) for specific guidelines covering the Contractor incurred travel costs. The Contractor shall invoice for travel under CLIN 0022A.

#### 14.0 TRAINING

The Contractor shall comply with the requirements in Section 8.2 of the PWS, in addition to the following training requirements.

**Examiner Training:** The Contractor shall provide an orientation and instruction to the examiners for conducting examinations for VA purposes based on the requirements provided in the DBQ/C&P examination worksheets. In addition, the Contractor shall provide training to the examiners to:

Explain the differences between a VA disability examination protocol versus the examination protocol for treatment purposes;

Ensure an appropriate attitude towards Veterans and Servicemembers and their unique circumstances;

Ensure that examiners understand VA's use of the term "at least as likely as not" in the formation of any requested medical opinions;

Explain the concept of presumptive diagnoses in view of unique circumstances of military service;

Ensure that examiners understand how to assess and document pain in accordance with VA regulations;

Follow state law protocol where medical or psychiatric emergencies arise;

Provide appropriate notification to follow-up on abnormal findings;

Obtain DMA certification (available from https://www.vha.train.org) as appropriate; and

Maintain and assure privacy protection under federal and state law, including, but not limited to the Privacy Act.

**DMA Certification**: All providers MUST take the DMA General Certification Course. Sub-Contractors who perform one or more of the five specialty exams listed below are required to take the additional course(s) listed in order to obtain **DMA** Certification (all courses are available through https://www.vha.train.org):"

Examiners who perform Initial Mental Disorders examinations should take the DMA Initial Mental Disorders Examination;

Examiners who perform Initial Post Traumatic Stress Disorders (PTSD) examinations should take the DMA Initial Post Traumatic Stress Disorder (PTSD) Examination;

Examiners who perform Review Post Traumatic Stress Disorder (PTSD) examinations should take the DMA Post Traumatic Stress Disorder (PTSD) Review Examination or DMA Initial Post Traumatic Stress Disorder (PTSD) Examination;

Examiners who perform Review Mental Disorders exams should take either the DMA Mental Disorders Review Examination OR DMA Initial Mental Disorders Examination;

Examiners who perform Musculoskeletal examinations (Joints, Feet, or Spine) should take the DMA Initial Mental Disorders Examination; and

Examiners who perform Traumatic Brain Injury (TBI) examinations shall complete the DMA TBI training module. After completion of the DMA TBI training, examiners performing TBI examinations will obtain the associated certification through the DMA Blackboard by completing the current examination.

<u>Training Materials</u>: The Contactor shall provide the training materials and the worksheets to each examiner either in paper or in electronic format.

<u>Training Records</u>: VA policy requires all new examiners be certified prior to performing examinations. The Contractor shall be responsible for tracking and maintaining each examiner's certification. The Contractor shall provide documentation and maintain records that the physicians performing the disability examinations have received the training noted above.

<u>Physician Assistant (PA) Requirements</u>: The Contractor shall ensure that all PAs meet the following requirements:

The PA holds a full, active, current, and unrestricted PA license from a state in which the

services are performed;

A physician (M.D./D.O.) licensed to practice in the state in which the PA is licensed is designated as the PA's supervising physician;

A Scope of Practice or Practice Plan, and any other requirements by the state of licensure for PA clinical practice, are submitted and approved by the appropriate licensing boards; and

The PA is certified by the National Commission on Certification of Physician Assistants and remains certified during their period of employment by the vendor.

**Nurse Practitioner (NP) Requirements:** The Contractor shall ensure that all NPs meet the following requirements:

Possess a current, full, active and unrestricted nursing license;

Be a graduate from an accredited school of nursing, either by the appropriate State agency, or the National League for Nursing Accrediting Commission (NLNAC) or the Commission on Collegiate Nursing Education (CCNE) at the time the program was completed; and must have a minimum of an Master of Science in Nursing (MSN), with a major in the clinical nursing specialty to which the nurse is to be assigned;

Have a full and current NP (e.g. NP, Clinical Nurse Specialist (CNS)) board certification from a certifying nursing body, which must be in the specialty to which the individual is being appointed or selected. Certification needs to be relative to the needs of the Veteran and Servicemember population receiving MDE services;

If the NP is in an independent state, where they practice independently, they will continue to practice independently;

If the NP is in a state that requires a collaborating agreement, then the NP will have a collaborative physician, assigned in writing, who agrees to their scope of practice, available for audit by the COR. This physician is to provide consultation, collaboration, and/or referral, and should be available by telephone or by other communication device when not physically available on the premises. There will also be a second physician designee available as backup for consultation, collaboration, and/or referral purposes when the primary collaborating physician is not available.

#### 15.0 CONTRACTOR PERSONNEL

The Contractor shall ensure that its employees and Subcontractors maintain current and valid State Medical Board certifications, licenses and VA required certifications before performing work under this contract.

<u>Privacy Act Information:</u> The Contractor's staff will have access to sensitive information contained in Veterans' and/or Servicemembers' records. The Contractor shall prevent the unauthorized release of information obtained by employees in the performance of work

required by this contract. The Contractor shall ensure that employees are aware of and receive training, as necessary, on all regulations and laws such as the Privacy Act that restrict the release of information. Veterans' and Servicemembers' claims files, all examination reports, and all testing results are the property of VA, and the information contained therein is protected under the Privacy Act. All Veteran and Servicemember claims folders forwarded for copying/scanning must be maintained in locked files while under the care of the Contractor.

License/Credential Documentation: The Contractor shall maintain documentation of its examination providers' licensing/credentialing review on file and make that information available to VA for review on request. VA will not provide a specific form. The Contractor shall provide the status of the examiners on a monthly basis to ensure that licensing is current and has not been revoked or disciplinary proceedings involving professional conduct are pending. The Contractor shall send a report to the CO certifying completion of this review and notify them of any discrepancies and resolutions. In the event that the Contractor identifies an examination providers' license has been suspended, revoked, or has disciplinary proceedings involving professional conduct pending, the Contractor shall inform the COR via email within 48 hours of discovery. The Contractor shall also provide an up to date, complete list of its Subcontractors quarterly. The list shall contain the Subcontractor's:

First and last name;		
State of licensure;		
License number;		
Specialty; and		
Accreditation.		

In the event the vendor discovers that examinations have been conducted by a provider that is not properly credentialed and trained, the vendor shall cease to use the provider immediately and notify the COR within the same business day. The vendor shall provide the COR with a list of all examinations conducted by the provider during the time their license or training was not in accordance with the terms of the contract. At the request of VBA, the vendor shall re-examine Veterans at no cost to VBA. The vendor shall also return any amounts paid for the examination to VBA. Due to the amount of rework required and the inconvenience to both the Veteran/Servicemember and VBA, VBA will assess a penalty of \$1,000 for each impacted Veteran/Servicemember.

<u>Conflict of Interest</u>: The Contractor shall not employ any person who is an employee of the U.S. Government if employing that person would create a conflict of interest. The Contractor shall not employ any person who is an employee of the Federal Government, either military or civilian, unless such person seeks and receives approval in accordance with the Joint Ethics Regulation (JER). This policy is available to the Contractor upon request. The Contractor shall also comply with all relevant requirements under Section 19.0 (Security), including privacy and security provisions from VA Handbook 6500.6 and the

liquidated damages provisions found in 38 U.S.C. § 5725.

#### 16.0 CONTRACTOR EXPERIENCE REQUIREMENTS - KEY PERSONNEL

Skilled experienced professional and/or technical personnel are essential for successful Contractor accomplishment of the work to be performed under this contract and subsequent task orders and option. These are defined as key personnel and are those persons whose résumés shall be submitted. The CO shall be notified of any changes to key personnel. Key personnel replacements require pre-approval by the CO.

**Key Personnel**: The following positions are designated as Contractor Key Personnel:

**Program Manager:** A Program Manager, for purposes of this contract, is defined as a person with a bachelor's or more advanced degree in a relevant field of study and 5 years' experience relevant to the contract requirements, successfully managing a large-scale program, encompassing multiple projects, with a total lifecycle budget and complexity comparable to the task order at hand. Such experience shall include planning, initiating, managing, executing, and closing out programs in support of an agency's mission;

**Medical Director:** A Medical Director, for purposes of this contract, is defined as a physician with a Doctor of Medicine (M.D.) or Doctor of Osteopathy (D.O.) degree, licensed in good standing by a State Medical Board, plus 10 years of experience relevant to the contract requirements who provides guidance, leadership, oversight and quality assurance for the practice of performing medical disability examinations. The medical director is generally responsible for providing leadership to the group of physicians who assist with the provision of medical disability examinations;

**Subcontracting Plan Manager** (in accordance with FAR 52.219-9(d)(7)): A Subcontracting Plan Manager, for purposes of this contract, is defined as person with a bachelor's or more advanced degree plus 5 years of experience relevant to the contract requirements, responsible for negotiating subcontracts and finding and coordinating with medical disability examination providers and other suppliers. The Subcontracting Plan Manager negotiates and administers agreements between the prime Contractor and Subcontractors that perform the required services under this contract;

**Quality Assurance Specialist:** A Quality Assurance Specialist, for purposes of this contract, is defined as a person with a bachelor's or more advanced degree plus 3 years of experience relevant to the contract requirements who conducts quality assurance audits of medical disability examination providers and related examination reports assuring that contract standards are maintained and the integrity of examination reports is preserved. Consults with the Medical Director and examination providers to resolve quality, process, and efficiency problems; and

**Training Director:** A Training Director, for purposes of this contract, is defined as a person with a bachelor's or more advanced degree plus 5 years of experience relevant to the contract requirements who directs the design, planning, and implementation of training programs, policies, and procedures in support of all contract requirements. The Training Director approves new training techniques and suggests enhancements to existing training

programs. The Training Director oversees relationships with the prime Contractor and all Subcontractors to ensure all training requirements are completed and maintained.

<u>Substitution</u>: Any personnel the Contractor offers as substitutes shall have the ability and qualifications equal to or better than the requirements specified by the contract. Requests to substitute personnel shall be submitted to the COR and approved by the CO. All requests for approval of substitutions in personnel shall be submitted to the COR not later than 30 calendar days prior to making any change in key personnel. The request shall be written and provide a detailed explanation of the circumstances necessitating the proposed substitution. The Contractor shall submit a complete résumé for the proposed substitute, any changes to the rate specified in the order (as applicable) and any other information requested by the CO needed to approve or disapprove the proposed substitution. The CO will evaluate such requests and promptly notify the Contractor of approval or disapproval thereof in writing.

#### 17.0 LICENSING AND ACCREDITATION

Personnel assigned by the Contractor to perform the services covered by this contract shall be licensed in any State, Territory, or Commonwealth of the United States, the District of Columbia, or by the country where the examination is performed. All licenses held by the personnel working on this contract shall be full and unrestricted licenses. A resident physician who conducts examinations must have a personal license and not a limited (umbrella) license from a hospital. The Contractor shall ensure all examiners have all licenses, permits, accreditation, and certificates required and have a current unrestricted license to practice the health care profession of the physician and who is not barred from practicing such health care profession in any State, the District of Columbia, or a Commonwealth, territory, or possession of the United States to provide examination. Documentation of such licensure shall be provided electronically and securely to the CO upon request by VA. VA will not provide a specific form. The documents may be emailed or faxed, and sent as formatted on the National Provider Identifier (NPI) website for the state in which the provider is licensed. The Contractor shall ensure that only licensed graduates of an accredited medical school conduct the examinations.

Valid Licenses: Examiners' licenses must be clear and unrestricted and in full force and effect while performing examinations under this contract. No one may be an examiner:

- a) Who is either prohibited from participating in, excluded, suspended, or otherwise barred from participation in the Medicare or Medicaid programs or any other Federal or Federally-assisted program;
- b) Whose license to provide health care services is currently revoked or suspended by a State licensing authority pursuant to adequate due process procedures for reasons bearing on professional competence, professional conduct, or financial integrity, or for such other reasons as may be valid in the licensing jurisdiction; or
- c) Who, until a final determination is made, has surrendered such a license while formal professional disciplinary proceedings are pending.

Licensed Facilities: The Contractor shall provide examiners who have a current unrestricted license to practice the health care profession of the physician and who is not barred from practicing such health care profession in any State, the District of Columbia, or a Commonwealth, territory, or possession of the United States to provide examination; to provide examinations and appropriately licensed facilities to conduct required laboratory testing, for the following areas, including, but not limited to:

- a) Musculoskeletal;
- b) Organs of sense, infectious, immune, and nutritional deficiencies;
- c) Respiratory;
- d) Cardiovascular;
- e) Digestive;
- f) Genitourinary;
- g) Gynecological and breast;
- h) Hemic and lymphatic;
- i) Skin;
- i) Endocrine:
- k) Traumatic brain injury (TBI);
- Neurologic;
- m) Mental disorders; and
- n) Dental and oral examinations.

Licensed Psychologists: For all mental examinations including those for initial and review cases of Post- Traumatic Stress disorder, the Contractor shall ensure that all psychologists have a doctoral degree in psychology, i.e., PhD or PsyD, from a graduate program in psychology accredited by the American Psychological Association (APA). The specialty area of the degree must be consistent with the assignment for which the applicant is to be employed (for example, a child psychologist cannot examine adults). All psychologists shall hold a full, current, and unrestricted license to practice psychology at the doctoral level in a State, Territory, Commonwealth of the United States (e.g., Puerto Rico), or the District of Columbia.

Licensed Audiologists: All audiologists shall hold a full, current, and unrestricted license in audiology from a State, Territory, Commonwealth of the United States (e.g., Puerto Rico), or the District of Columbia (38 CFR § 4.85). As a licensed independent practitioner, audiologists shall hold an earned masters or doctorate degree from a college or university accredited by either the Accreditation Commission for Audiology Education (ACAE) or the Council on Academic Accreditation in Audiology and Speech-Language Pathology (CAA) of the American Speech-Language-Hearing Association (ASHA). Audiologists must provide a comprehensive battery of tests with measures of test/retest reliability. All providers who perform C&P examinations related to hearing loss and tinnitus must hold a full, current, and unrestricted license in audiology from a State, Territory, Commonwealth of the United States (e.g., Puerto Rico), or the District of Columbia (38 CFR § 4.85). The Contractor shall ensure that State licensed audiologists who use the Maryland CNC hearing test conduct examinations for audiology.

Licensed Ophthalmologists: The Contractor shall ensure that Ophthalmologists or licensed optometrists are used for eye examinations.

#### 18.0 APPLICABLE VA INFORMATION SYSTEMS

The Contractor shall have the capability to interface securely with VA Information Systems according to federal security requirements, including NIST SP800-47, covering:

<u>DAS</u>: The DAS serves as a proxy between consumers and producers of data. Consumers initiate all data transactions. In responding to consumers, the DAS aggregates data from multiple producers. The DAS interacts with Identity Management and Veteran Authorization and Policy (VAP) to ensure that all such data transactions maintain the integrity of personal data associated with individuals. DAS allows VA to ingest C&P examination data from producers, stores the data in a common repository and make the data available to others. C&P examination data includes requests for examination, status updates for examination reguests, and examination results.

<u>Veterans Benefits Management System (VBMS)</u>: VBMS is a web-based, electronic claims processing solution complemented by improved business processes. VBMS is part of the Department of Veterans Affairs' (VA) larger organizational transformation effort. Implementation of VBMS is helping VA meet increasing demand while providing more timely and responsive customer service to Veterans, Servicemembers, and their families. VBMS is currently assisting in eliminating the existing claims backlog and, once fully developed and deployed, will serve as the enabling technology for quicker, more accurate, and integrated claims processing.

VBMS is implemented using Agile methodology, delivering a major release every 12-14 weeks. Each software release includes new functionality and prioritized defect fixes. The incremental delivery approach allows the software development team to continuously and quickly respond to user needs and feedback as the software product is built.

Centralized Administration Accounting System (CAATS): CAATS is an automated web-based system application developed in C#.NET that is maintained by the Administrative and Loan Accounting Center (ALAC) in Austin, TX. CAATS allows for electronic input and approval of transactions; provides an electronic audit trail; streamlines document and transaction processing; and produces transaction activity reports. CAATS is accessed from VAROs where authorized users have the capability to input and process examination requests to the Contractor. CAATS users include VA Contractors and VA employees.

CAATS is hosted on web servers at ALAC which has a complete and modern hosting facility. The CAATS external system interfaces with the CAATS internal system. Additionally, CAATS contain a Microsoft SQL Server database to record external and internal information, such as users, configuration, access logs, as well as data to record all of the events and usage of the CAATS system. The database provides for comprehensive webbased reporting using Microsoft's integrated SQL Reporting Service. The CAATS — Contractor Access Form must be completed and submitted prior to accessing the external website. Once VA enters the Individual Examination request in CAATS, the request is secured and automatically sent via internet to the Contractor. The use of Secure File

Transfer Protocol (SFTP) is used to exchange encrypted, zipped files between VA and the Contractor multiple times during the business day. A Dynamic Link Library (DLL), which contains an embedded key to decrypt/encrypt files sent by CAATS, supplies the encryption mechanism. The encrypted files are sent in a zip format via Secure Socket Layer (SSL) using a RSA 2048Bit/SHA1 certificate provided by Verisign to encrypt the SSL session.

The CAATS file transfer function has primary availability Monday through Sunday from 7:00 am Central Time to 9:00 pm Central Time. Non-critical availability will be provided at all other times and whenever possible, maintenance and updates will be performed outside of primary availability timeframes. Best efforts will be made to keep the system operational outside of primary availability timeframes.

#### 19.0 SECURITY

# VA Information and Information System Security/Privacy Requirements General

All Contractors and Contractor personnel shall be subject to the same Federal security and privacy laws, regulations, standards and VA policies as VA, including the Privacy Act, 5 U.S.C. § 552a, and VA

personnel, regarding information and information system security. Contractors must follow policies and procedures outlined in VA Directive 6500, Information Security Program; and VA Handbook 6500.6, Contract Security which are available at: <a href="http://www1.va.gov/vapubs">http://www1.va.gov/vapubs</a> and its handbooks to ensure appropriate security controls are in place.

## **Access to VA Information and VA Information Systems**

VA will supply the Contractor with the minimum logical (technical) and/or physical access to VA information and VA information systems for employees, Subcontractors: (1) to perform the services specified in the contract; (2) to perform necessary maintenance functions for electronic storage or transmission media necessary for performance of the contract; and (3) for individuals who first satisfy the same conditions, requirements, and restrictions that comparable VA employees must meet to have access to the same type of VA information.

All Contractors and Subcontractors working with VA Sensitive Information are subject to the same investigative requirements as those of regular VA appointees or employees who have access to the same types of information. The level of background security investigation will be in accordance with VA Directive 0710, Handbook 0710, which are available at: <a href="http://www1.va.gov/vapubs">http://www1.va.gov/vapubs</a>, and VHA Directive 0710 and Implementation Handbook 0710.01, which are available at: <a href="http://www1.va.gov/vhapublications/index.cfm">http://www1.va.gov/vhapublications/index.cfm</a>.

Contractor is responsible for screening its employees. The following are VA's approved policy exceptions for meeting VA background screenings/investigative requirements for certain types of Contractor personnel:

Contractor personnel not accessing VA information resources, such as personnel hired to maintain the medical facility grounds, construction contracts, utility system Contractors, etc.;

Contractor personnel with limited and intermittent access to equipment connected to networks on which no VA sensitive information resides;

Contractor personnel with limited and intermittent access to equipment connected to networks on which limited VA sensitive information resides and with limited and intermittent access to facilities at which they are escorted.

## **VA Information Custodial Requirements**

VA information provided to the Contractor for either the performance or administration of this contract shall only be used for those purposes. No other use is permitted without the CO's express written authorization.

This clause expressly limits the Contractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d)(1). The Government shall retain the rights to all data and records produced in the execution or administration of this contract.

Prior to termination or completion of this contract, Contractor will not destroy information received from VA or gathered or created by the Contractor in the course of performing this contract without prior written approval by the CO. A Contractor destroying data on VA's behalf must do so accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, and applicable VA Records Control Schedules. All data and reports shall be transferred to VBA upon contract completion.

The Contractor shall not make copies of VA information, electronic or otherwise, except as necessary to perform the terms of the 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. The Contractor shall not use technologies banned in VA in meeting the requirements of the contract (e.g., Bluetooth-enabled devices).

# **Physical Security**

If the contract requires taking VA data to a Contractor site and the data contains Personally Identifiable Information, the Contractor will provide an independent physical security assessment of their facility to the COR prior to commencing work. General guidelines for physical security can be found in VA Directive 0730, Section 6 (Physical Security) and VA Memorandum (subject: IT Oversight & Compliance Information Physical Security Assessments), dated October 24, 2007.

# **Training**

All Contractor and Subcontractor personnel requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and networks:

Sign and acknowledge understanding of and responsibilities for compliance with the **National Rules of Behavior** related to access to VA information and information systems;

Successfully complete VA Information Security Awareness training and annual refresher training as required;

Successfully complete VA Privacy Awareness training and annual refresher training as required; and

Successfully complete any additional Information Security or Privacy training as required for VA personnel with equivalent information system access.

The Contractor shall provide to the COR a copy of the training certificates for each applicable employee within one week of the initiation of the contract and annually thereafter, as required. These online courses are located at <a href="www.tms.va.gov">www.tms.va.gov</a>. To self-enroll, click the "Create New User" button on the red bar and complete the assigned training. The COR will provide the Contractor with the appropriate information to complete self-enrollment. Technical issues with TMS should be directed to the TMS help desk at <a href="www.tms.va.gov">va.gov</a> or 1.866.496.0463.

Failure to complete this mandatory training within the timeframe required will be grounds for suspension or termination of all physical and/or electronic access privileges and removal from work on the contract until such time as the training is completed.

## **Contractor Responsibilities**

# **Contractor Personnel Security**

All contract employees who require access to VA site(s) and/or access to VA local area network (LAN) systems shall be the subject of a background investigation and must receive a favorable adjudication from the VA Security and Investigations Center (SIC). These requirements are applicable to all Subcontractor personnel requiring the same NACI Background Investigation. The contract employee level of background investigation required for this effort is "Low Risk" and requires a NACI level investigation

# **Background Investigation**

The Contractor shall bear the expense of obtaining background investigations or reciprocals of previous investigations held that meet or exceed the required investigation level. The cost of background investigations is based on the current Office of Personnel Management (OPM) rate at the time the application is processed at OPM. Fiscal Year 2015 rates are as follows: Low Risk (NACI) \$333, Moderate Risk (MBI) \$1,080, High Risk (BI) \$3,425 or Reciprocals are \$75. VA will pay for investigations or reciprocals processed through the VA SIC and conducted by OPM in advance; however the Contractor shall reimburse the full cost of background investigations/reciprocals to VA within 30 days of Bill of Collections

received from VA.

Immediately after BPA award, the COR will provide the Contractor with the following background investigation documents to be completed by the Contractor and returned to the COR to begin the background investigation process for all contract employees working on the contract who will have access to VA facilities, VA systems, or privacy data:

Background Investigation Request Worksheet (See Attachment A); Optional Form 306 – Declaration of Federal Employment; and Fingerprint Request Form.

Upon receipt of the above-stated documents from the COR, VBA Acquisition Staff will submit the background investigation package to the VSC Security Specialist for processing through the SIC. Upon notification of favorable fingerprint results, the Contractor may begin work while the background investigation is ongoing. Thereafter, the Contractor will receive an email notification from the SIC identifying the website link that includes detailed instructions regarding completion of the background clearance application process in the Electronic Questionnaires for Investigations Processing (e-QIP) system. E-QIP is an online, Internet accessible system where the Contractor employee shall complete the security questionnaire required for OPM to process the background investigation.

Contractors who have a current favorable background investigation previously conducted by OPM or Defense Security Service (DSS) may be accepted through reciprocation. When a previous clearance is currently held, it does not preclude the vendor from submitting a complete Background Investigation Package as stated above to the COR immediately after contract or task order award for all contract employees who will be working on the contract.

The Contractor shall prescreen all personnel who require access to VA site(s) and/or access to VA LAN systems to ensure they maintain a U.S. citizenship or Alien Registration that authorizes them to work in the U.S. and are able to read, write, speak and understand the English language.

Contract performance **shall not** commence before:

The VSC has confirmed favorable fingerprint results; or

SIC confirms that it has received the Contractor's investigative documents, the documents are complete, and that the investigation information has been released to OPM for scheduling of the background investigation; or

VSC or the SIC has confirmed that the verified investigation will be reciprocated.

The Contractor, if notified of an unfavorable adjudication by the Government, shall withdraw the employee from consideration from working under the contract. Failure to comply with the Contractor personnel security requirements may result in termination of the contract for default.

The Contractor shall be responsible for the actions of those contract and subcontract

employees they provide to perform work for VA. In the event damages arise from work performed by Contractor personnel, under the auspices of the contract, the Contractor shall be responsible for resources necessary to remedy the incident.

Should the Contractor use a vendor other than OPM or DSS to conduct investigations, the investigative company must be certified by OPM/DSS to conduct Contractor investigations. The Vendor Cage Code number must be provided to the VA SIC, which will verify the information and conclude whether access to the Government's site(s) and/or VA LAN systems can be granted.

The investigative history for Contractor personnel working under this contract must be maintained in the databases of either OPM or the Defense Industrial Security Clearance Organization (DISCO).

## **Government Responsibilities**

After the SIC has adjudicated the background investigation package from the Contractor, the SIC will send an e-mail notification to the Contractor and their POC identifying the e-QIP website link that includes detailed instructions regarding completion of the background clearance application process and the level of background that was requested.

Upon receipt of required investigative documents, SIC will review the investigative documents for completion and initiate the background investigation by forwarding the investigative documents to OPM to conduct the background investigation. If the investigative documents are not complete, the SIC will notify the vendor of deficiencies and include corrective instructions.

VA will pay for investigations and reciprocals processed through the VA SIC and conducted by OPM in advance, however, the Contractor shall reimburse the full cost of background investigations/reciprocals to VA within 30 days of Bill of Collections from VA. VA shall send up to three plus one final delinquent notice to the Contractor. If the Contractor does not adhere to the Bill of Collections, future invoices may be subject to be offset by VA to recoup background investigation costs and may be considered grounds for default.

The COR will notify the Contractor when the background investigation has been favorably adjudicated. The COR will also notify the Contractor of an unfavorable adjudication by the Government.

<u>Security Incident Investigation</u>: 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 the 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.

## **Liquidated Damages**

This PWS is further subject to the statutory requirement to assess liquidated damages against Contractors and/or Subcontractors under 38 U.S.C. § 5725 in the event of a breach of Sensitive Personal Information (SPI)/Personally Identifiable Information (PII). Said liquidated damages shall be assessed at \$37.50 per affected Veteran, Servicemember or beneficiary. A breach in this context includes the unauthorized acquisition, access, use, or disclosure of VA SPI which compromises not only the information's security or privacy but that of the Veteran, Servicemember, or beneficiary as well as the potential exposure or wrongful disclosure of such information as a result of a failure to follow proper data security controls and protocols.

#### Reserved

## Information System Hosting, Operation, Maintenance, or Use

For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, Contractors/Subcontractors are fully responsible and accountable for ensuring compliance with all Privacy Act, FISMA, NIST, FIPS, OMB, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerability scanning, continuous monitoring, system patching and change management procedures, and the completion of an acceptable contingency plan for each system. The Contractor's security control procedures must be equivalent, to those procedures used to secure VA systems. A Privacy Threshold Assessment (PTA) and Privacy Impact Assessment (PIA) must also be provided to the COR and approved by VA Privacy Service prior to operational approval. All external Internet connections to VA's network involving VA information must be reviewed and approved by VA prior to implementation.

Adequate security controls for collecting, processing, transmitting, and storing of Personally Identifiable Information (PII), as determined by the VA Privacy Service, must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of VA. These security controls are to be assessed, and if these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.

Outsourcing (Contractor facility, Contractor equipment or Contractor staff) of systems or network operations, telecommunications services, or other managed services requires VA assessment and authorization (A&A) of the Contractor's systems in accordance with VA Handbook 6500.3, Assessment, Authorization, and Continuous Monitoring of VA Information Systems and/or the VA OCS Certification Program Office. Government- owned (Government facility or Government equipment) Contractor-operated systems, third party or business partner networks require memorandums of understanding and interconnection agreements (MOU-ISA) which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.

The Contractor/Subcontractor's system must adhere to all FISMA, FIPS, OMB, and NIST

standards related to the FISMA security controls assessment in accordance with the security categorization of the system. Any deficiencies noted during this assessment must be provided to the VA CO and the ISO for entry into VA's POA&M management process. The Contractor/Subcontractor must use VA's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the Government.

Contractor/Subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with Contractor/Subcontractor activities are also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the A&A of the system may need to be reviewed, retested and re-authorized per VA Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, Risk Assessment, Contingency Plan, Configuration Management Plan, and Incident Response Plan). The Certification Program Office can provide guidance on whether a new A&A would be necessary.

19.8.4.1 The Contractor/Subcontractor must ensure all system security documentation is completed and uploaded to RiskVision - Ensure the RA and SSP within RiskVision are adequately completed through the tool, the SSP addresses how the security controls are implemented, and the new NIST 800-53 Rev 4 review and updates are in progress within RiskVision. If controls are not fully implemented work to close the respective findings in RiskVision. Also, ensure that all findings and risks have a response provided for them within RiskVision. There are security documents that have not been uploaded to RiskVision (i.e., SA, PTA, ISA/MOU). The DRP and ISCP is uploaded to RiskVision as one document. VA recommends the DRP and ISCP to be two separate documents, and follow the Office of Business Continuity (OBC) templates. Also, ensure all system security documentation is approved by the appropriate parties (i.e., IRP, ISCP, DRP – Office of Business Continuity; PIA/PTA – Privacy Office), and uploaded to the Documents tab in RiskVision.

The Contractor/Subcontractor must conduct an annual self-assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COR. The Government reserves the right to conduct such an assessment using Government personnel or another Contractor/Subcontractor. The Contractor/Subcontractor must take appropriate and timely action (this can be specified in the Contractor/Subcontractor contract) to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.

The Contractor/Subcontractor shall certify to the COTR that applications are fully functional and operate correctly as intended on systems using the United States Government Configuration Baseline (USGCB), and the common security configuration guidelines provided by NIST or the VA. VA prohibits the installation and use of personally-owned or Contractor/Subcontractor owned equipment or software on VA's network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security controls required for Government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote

systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is configured with a VA approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti- viral software and the firewall on the non-VA owned OE.

When the Security Fixes improve installing the third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to VA that the patch has been validated as not affecting the Systems within 10 working days. When the vendor is responsible for operations or maintenance of the Systems, it shall apply the Security

Fixes within the timeframe defined in its Configuration Management Plan based upon the Security Fix critically.

All other vulnerabilities shall be remediated in a timely manner based on risk, but within 60 days of discovery or disclosure, exceptions to this paragraph (e.g. for the convenience of VA) shall only be granted with approval of the CO and the VA Assistant Secretary for Office of Information and Technology.

All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with VA Handbook 6500.1, Electronic Media Sanitization upon: (i) completion or termination of the contract or (ii) disposal or return of the IT equipment by the Contractor/Subcontractor or any person acting on behalf of the Contractor/Subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the Contractors/Subcontractors that contain VA information must be returned to VA for sanitization or destruction or the Contractor/Subcontractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of termination of the contract.

Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks, etc.) with VA sensitive information must not be returned to the vendor at the end of lease, for trade-in, or other purposes. The options are:

Vendor must accept the system without the drive;

VA's initial medical device purchase includes a spare drive, which must be installed in place of the original drive at time of turn-in;

VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase; or

Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for VA to retain the hard drive, then;

The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and

Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be preapproved and described in the purchase order or contract.

A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.

## **Security Controls Compliance Testing**

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the Contractor under the clauses contained within the contract. With 10 working-days' notice, at the request of the Government, the Contractor must fully cooperate and assist in a Government-sponsored security controls assessment (Assessment & Authorization [A&A], formerly Certification and Accreditation [C&A]) at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The Government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

In order to obtain an Authority to Operate (ATO) from VA, the system requires a full credentialed or authenticated vulnerability scan must be coordinated with VA-NSOC. All Critical and High findings resulting from the vulnerability scans should be mitigated and/or have a documented mitigation strategy with an expected mitigation date uploaded to RiskVision within the Documents tab. Refer to the Accreditation Requirements SOP located at: <a href="http://go.va.gov/j8vn">http://go.va.gov/j8vn</a> for detailed instructions on meeting this requirement.

Penetration Test/Application Assessment – If this is an internet facing system, a penetration test/application assessment must be coordinated with VA-NSOC. Contact the Certification PMO at CertificationPMO@va.gov and request a penetration test/application assessment. Once the results are received, upload them to the documents tab within RiskVision. All Critical and High findings should be mitigated and/or have a documented mitigation strategy with an expected mitigation date uploaded to RiskVision.

If this system is a Managed Service which conducts internal, external, or third-party pen test and needs OCS approval and VA-NSOC review and approval assistance, please contact the Certification PMO at CertificationPMO@va.gov to schedule an appointment time with VA-NSOC and with OCS representatives to further discuss the system and pen test status. If VA-NSOC does not conduct the pen test than an OIS Risk Based Decision (RBD) must be approved and uploaded to RiskVision.

## **Applicable Rules**

References herein to applicable laws, regulations, standards, VA policies, or other similar requirements do not include the Health Insurance Portability and Accountability Act ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") which do not apply to the Contractor, its personnel, or its Subcontractors with respect to this Contract.

#### 20.0 MEDICAL RECORDS AND INFORMATION

The Contractor shall not release any medical information obtained during the course of this contract to anyone outside VA, unless specifically authorized by the CO.

Physicians and facilities shall not maintain any VA patient records upon delivery of services and payment. All versions of patient records available on the Contractor's website shall be destroyed not less than 18 months after final delivery to VA. However, paper records other than medical records must be maintained in accordance with FAR 52.212-5(d)(2). The Contractor is to also receive the written approval from the CO.

#### 21.0 MALPRACTICE

Malpractice liability insurance shall be provided by an authorized commercial insurance company in the business of providing the required insurance coverage in the jurisdiction(s) where the provider practices and the costs shall be borne by the Contractor. The malpractice liability insurance coverage shall be limited to MDEs provided in performance with this contract and shall not include coverage for any line of business performed by an exam provider outside of the scope of this contract. The Contractor shall provide a copy of the Medical Malpractice Insurance Certificate before award of the contract. The Contractor is not required to provide certificates for Subcontractor or individual provider practices to VA.

The Contractor shall notify the CO in writing of any malpractice investigation or licensure or certification suspension which concerns the Contractor or any employees (including Subcontractors), within 24 hours of notification of an investigation or suspension.

#### 22.0 SAFETY

The Contractor shall ensure that all its facilities and Subcontractor facilities are compliant with OSHA standards and the Americans with Disabilities Act (ADA).

#### 23.0 CHANGES TO PERFORMANCE WORK STATEMENT

Any changes to the PWS that affect cardinal, material terms of the contract must be done in writing through a bilateral agreement between the CO and the Contractor's representative according to FAR § 52.212-4(c). The Contractor shall maintain a copy of each change in a project folder along with all other products of the project. If the Contractor undertakes or performs any task not specifically authorized by this Contract or in writing from the CO, the Contractor will be liable for all related economic/financial charges or costs. Costs incurred by the Contractor through the actions or orders of parties other than the CO shall be borne by the Contractor.

#### 24.0 ADDITIONAL VA RESPONSIBILITIES

VA will deliver examination requests from VA Regional Offices/Sites through its Centralized Administration Accounting System (CAATS) and from VBMS which are sent to the Contractor through the Data Access Service (DAS). VBMS will replace CAATS when the capability to support IDES and BDD programs is available (see PWS Section 29). VA will also provide Veteran or Servicemembers claim files through mail when required for an examination to be completed (with the exception of examinations requested, which have electronic files available in VBMS, in accordance with Section 9.12). The claims folders will be shipped via UPS ground shipment. The number of examination requests requiring claims files varies due to the current VA guidance, though it is estimated that one third to one half of the claims folders will be sent.

VA will provide Contractor a comprehensive list of names and contact info (Phone/Email) for examination coordinators and their alternates in each VARO/Site. VA will provide quarterly updates to this information as needed.

The CO or COR will provide Contractor with written notification of any changes to the DBQ/C&P Examination Worksheets and/or DBQs, as they might arise (e.g. as a result of legislation). Notification includes the revisions to the Extensible Markup Language (XML) mapping and XML Schema Definition (XSD) along with a sample XML file with mock data and a data dictionary with description of each tag change for the changes to support the electronic transmission to DAS per Section 29.0. For the initial release of a worksheet or DBQ, the XML mapping and XSD will be provided with the new worksheet or DBQ by VA.

The CO or COR will coordinate quarterly meetings or conference calls between the Contractor, regional examination coordinators, and VACO. All parties will be responsible for their own cost of participation.

VA will identify high sensitivity cases (i.e., sensitive-level claimants) for the Contractor on an asneeded basis to ensure protocol for handling sensitive information is followed. See Section 9.0 (Specific Requirements) of this document for more information about those protocol requirements.

VA will provide Contractor with the XML mapping and associated XSD along with a sample XML file with mock data and a data dictionary with description of each tag for all worksheets or DBQs to be used for electronic transmission to DAS per Section 29.0.

The CO or COR will provide Contractor with written notification of any changes to the CAATS interface (i.e., Extensible Markup Language (XML) schema, encryption requirements). VA and Contractor will mutually determine the timeline and key milestones for the implementation of the changes.

If a Personal Identification Verification (PIV) card becomes necessary for the Contractor to access VA systems (such as VA Virtual Desktop), the Government will coordinate with the appropriate Contractor personnel to provide the resource.

The CO or COR will provide Contractor with written notification of any changes to the VBMS to DAS to EMS interface (e.g, IEPDs in Attachment T and Attachment S).

#### 25.0 REPORTING REQUIREMENTS

The Contractor shall comply with the monthly status report requirements found in Section 8.0, Task 8.4.

#### 26.0 CONFIDENTIALITY AND NONDISCLOSURE

It is agreed that:

The preliminary and final deliverables and all associated working papers and other material deemed relevant by VA which have been generated by the Contractor in the performance of this task order are the exclusive property of the U.S. Government and shall be submitted to the COR at the conclusion of the task order. The Government wants to contain costs and wants the relevant code to access generated data as it requires without additional fees or costs once the contract is either in operation or may be terminated (either "naturally" or for cause). Because the source code is usually held in one or more text files, sometimes stored in databases as stored procedures and may also appear as code snippets printed in books or other media, source code is referred here as an extra level of protection to ensure the confidentiality and nondisclosure of VA data and sensitive information. The Government wants to contain costs and wants the relevant code to access generated data as it requires without additional fees or costs once the contract is either in operation or may be terminated (either "naturally" or for cause). Because the source code is usually held in one or more text files, sometimes stored in databases as stored procedures and may also appear as code snippets printed in books or other media, source code is referred here as an extra level of protection to ensure the confidentiality and nondisclosure of VA data and sensitive information.

VA shall retain sole rights in all deliverables, reports, correspondence, or other documents in any media produced as a result of this contract. The CO will be the sole authorized official to release verbally or in writing, any data, the draft deliverables, the final deliverables, or any other written or printed materials pertaining to this task order. No information shall be released by the Contractor. Any request for

information relating to this task order presented to the Contractor shall be submitted to the CO for response. No disclosures outside of those permitted under the Privacy Act, 5 U.S.C. § 552a, or HIPAA Privacy Rules may be done in any other means, medium, or intent.

Press releases, marketing material or any other printed or electronic documentation related to this project, shall not be publicized without the written approval of the CO.

## 27.0 SECTION 508 – ELECTRONIC AND INFORMATION TECHNOLOGY (EIT) STANDARDS:

Notice of the Federal Accessibility Law Affecting All Electronic and Information Technology Procurements (Section 508): On August 7, 1998, Section 508 of the Rehabilitation Act of 1973 was amended to require that when Federal departments or agencies develop, procure, maintain, or use Electronic and Information Technology, that they shall ensure it allows Federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by other Federal employees. Section 508 required the Architectural and Transportation Barriers Compliance Board (Access Board) to publish standards setting forth a definition of electronic and information technology and the technical and functional criteria for such technology to comply with Section 508. These standards have been developed were published with an effective date of December 21, 2000. Federal departments and agencies shall develop all Electronic and Information Technology requirements to comply with the standards found in 36 CFR 1194.

The Section 508 standards established by the Architectural and Transportation Barriers Compliance Board (Access Board) are incorporated into, and made part of all VA orders, solicitations and purchase orders developed to procure Electronic and Information Technology (EIT). These standards are found in their entirety at: <a href="http://www.section508.gov">http://www.section508.gov</a> and <a href="http://www.access-board.gov/sec508/standards.htm">http://www.access-board.gov/sec508/standards.htm</a>. A printed copy of the standards will be supplied upon request. The Contractor shall comply with the technical standards as marked:

X § 1194.21 Software applications and operating systems.
X § 1194.22 Web-based intranet and internet information and applications. X § 1194.23 Telecommunications products.
X § 1194.24 Video and multimedia products. X § 1194.25 Self-contained, closed products. X § 1194.26
Desktop and portable computers.

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

If the CO determines that any furnished product or service is not in compliance with the contract/order, the CO will promptly inform the Contractor in writing. The Contractor shall, without charge to the Government, repair or replace the noncompliant products or services within the period of time to be specified by the Government in writing. If such repair or replacement is not completed within the time specified, the Government shall have the following recourses:

Cancellation of the contract, delivery or task order or purchase of line item without termination liabilities; or

In the case of custom EIT being developed for the Government, the Government shall have the right to have any necessary changes made or repairs performed by the Government or by another

firm and the Contractor shall reimburse the Government for any expenses incurred thereby.

The Contractor represents that the products and services proposed in response to the solicitation resulting in this contract comply with the EIT Accessibility Standards at 36 CFR 1194, unless specifically stated otherwise within its submission.

#### 28.0 DATA ACCESS SYSTEM (DAS) FILE TRANSFER

The VBMS and Exam Management System (EMS) file transfers will replace CAATS for submission of exam requests to the Contractor. VBMS will utilize Data Access Services (DAS) to establish bidirectional package transfers for Scheduling requests, Exam Rework Scheduling Requests, Clarification Requests, Modification requests, status and exam scheduling information and results packages based on schemas provided in the attached technical documentation. Integration will require the ability to connect in 2 test environments and production environment with DAS and provide testing support prior to production live exam management processing.

The DAS file transfers support the bi-directional transmissions between VBMS and the Contractor's EMS. DAS is the broker to exchange the defined IEPDs. The bi-directional ∓ transmissions to DAS will be in accordance with:

DAS LENS Outbound ICD (Attachment E);

DAS eCRUD Service Interface Control Document (Attachment F);

VBMS SPEC 00021 PDF Specification Document (Attachment G):

Photos shall be saved and sent to VBMS

In a PDF format

In color

Photo PDFs shall be provided in accordance with Attachment G and the recommended image algorithms

VBMS Exam Management Integration Architecture (Attachment S); and

Exam Management Information Exchange Package Documentation (IEPD) (Attachment T).

Contains IEPD CR Initial Exam Management document, XML samples, and XML schemas

Attachments E, F, G, S, and T will be revised by VA on an as needed basis to reflect changes in the associated VA IT systems. For the initial implementation of the VBMS Integration, the CO will identify in writing and provide the specific version of each Attachment to define the requirements to the Contractor. Contractor will review the Attachments upon receipt and will notify VA if Schedule of Prices updates are required. VA and Contractor will mutually determine the timeline and key milestones for the initial implementation.

After the initial implementation when a new version of any of the Attachments E, F, G, S, and/or T is to be implemented, the CO will identify in writing and provide the specific version of the revised Attachment(s) to the Contractor. Contractor will review the Attachment(s) upon receipt and will notify VA if Schedule of Prices updates are required. VA and Contractor will mutually determine the timeline and key milestones for the implementation of the revisions to VBMS Integration.

The Government (COR) will review and approve the Contractor's data transmission format prior to file transfers. Government (COR) approval is provided through a functionality test performed by VA and by review of integration test results.

VA will facilitate the functionality testing to include coordination with Contractor personnel during the testing period. Testing includes sample DBQ and data transmissions from the Contractor to VA for each file format. VA will test and confirm the expected results in the VBMS system. Any known

problems with the mappings will be identified by VA and be acknowledged and resolved. The Contractor shall support this testing with technical support and the ability to provide XML messages from the test. Any errors identified with the verification from the Contractor submissions will be reported to the Contractor for fixing and tracked to closure/resolution. Defects found during test will be prioritized and mutually agreed upon with the COR to be remediated and validated prior to Government acceptance of the file transfer implementation. During the testing phase, the Contractor shall provide fixes to any mapping errors caused by Contractor error at no cost to the Government.

For file transfer and DBQ and data mapping support, the Contractor shall coordinate completion of the connectivity to DAS, exchange security certificates required for the silver, gold, and production environments, DBQ and data mapping development, testing, and Government acceptance with the COR in accordance with the agreed upon implementation schedule and acceptance criteria. The implementation schedule shall provide approximately 15 calendar days in which Contractor may transmit the initial sample batch of DBQ and data file transfers.

Within approximately three business days of receipt of the sample DBQ and data file transfers, the Government shall notify the Contractor of any Contractor-caused mapping errors identified within the sample data. Upon notification of any Contractor-caused errors, the Contractor shall complete a fix of the errors and resubmit the sample file transfers with DBQ data within approximately 10 calendar days of notification of the error. Specific due dates will be included in the agreed upon implementation schedule for VBMS Integrations.

#### 29.0 APPLICABLE DOCUMENTS

In the performance of the tasks associated with this PWS, the Contractor shall comply with the following documents:

- a) VA Health Care Fact Sheet 16-2 (June 2010), Beneficiary Travel Benefits;
- b) Privacy Act, 5 United States Code (U.S.C.) §552a;
- c) VA Directive 6500 (particularly the sections referenced in Section 19.0 (Security) of this PWS), which is available at: http://www1.va.gov/vapubs/viewPublication.asp?Pub ID=373&FType=2;
- d) VA Handbook 6500 (particularly the sections referenced in Section 19.0 (Security) of this PWS), which is available at: http://www.va.gov/vapubs/viewPublication.asp?Pub ID=56;
- e) Veterans Health Administration (VHA) Directive 0710 (and the Implementation Handbook 0710.01), which are available at:

  <a href="http://www.va.gov/vhapublications/ViewPublication.asp?pub\_ID=1568">http://www.va.gov/vhapublications/ViewPublication.asp?pub\_ID=1568</a> and 
  <a href="http://www.va.gov/vhapublications/ViewPublication.asp?pub\_ID=1569">http://www.va.gov/vhapublications/ViewPublication.asp?pub\_ID=1569</a>;
- Federal Information Security Management Act (FISMA), Appendix III of Office of Management and Budget (OMB) Circular A-130;
- g) Rights in Data General, Federal Acquisition Regulation (FAR) 52.227-14(d)(1);
- VA Directive 6300, Records and Information Management (VA Handbook 6300.1 Records Management Procedure, and all applicable VA Records Control Schedules);
- i) VA Information and Information System Security/Privacy Requirements for Information Technology (IT) Contracts (available at: <a href="http://www.ois.oit.va.gov/docs/Appendix C.pdf">http://www.ois.oit.va.gov/docs/Appendix C.pdf</a>)
- j) VA Directive 0730, Section 6 (Physical Security);
- k) VA Memorandum: IT Oversight & Compliance Information Physical Security Assessments, October 24, 2007;
- I) VA Directive 0710, September 10, 2004, which is available at: <a href="http://www.va.gov/vapubs/viewPublication.asp?Pub\_ID=86">http://www.va.gov/vapubs/viewPublication.asp?Pub\_ID=86</a> &FTvpe:
- m) Rights in Data and Copyrights, FAR 27.401 Definitions;

- n) Indefinite-quantities contracts, FAR 16.504(a)(4)(ii);
- o) Health Insurance Portability and Accountability Act (HIPAA); 45 Code of Federal Regulations (CFR) Part 160, 162, and 164; Health Insurance Reform: Security Standards; Final Rule dated February 20, 2003;
- p) An Introductory Resource Guide for Implementing the HIPAA Security Rule, March 2005;
- q) Sections 504 and 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended by the Workforce Investment Act of 1998 P.L. 105-220), August 7, 1998;
- r) Title IV Health Information Technology for Economic and Clinical Health (HITECH) Act, January 16, 2009;
- s) Contracts for Data Processing or Maintenance (38 U.S.C. § 5725), February 1, 2010; and
- Occupational Safety and Health Administration (OSHA) Standards 29 CFR Appendix D 1910.95, Occupational Noise Exposure, January 3, 1984;
- u) Memorandum of Agreement (MOA) between the Department for Veterans Affairs (VA) and the Department of Defense (DoD), Subject: Implementation of Separation Health Assessments for separating/retiring Servicemembers by DoD and VA, signed 12/3/13, which is available at <a href="http://vaww.demo.va.gov/files/signedSHAMoUbyWrightRiojas12-3-13.pdf">http://vaww.demo.va.gov/files/signedSHAMoUbyWrightRiojas12-3-13.pdf</a>.
- v) Copies of all DBQs can be found at the following website:
   <a href="http://vbacodmoint1.vba.va.gov/bl/21/dbq/default.asp">http://vbacodmoint1.vba.va.gov/bl/21/dbq/default.asp</a>