

## **B.1 DRAFT PERFORMANCE WORK STATEMENT (PWS)**

### **1.0 INTRODUCTION**

- 1.1 **Title of Project:** Medical Disability Examinations (MDEs) under Section 504 of the Veterans' Benefits Improvements Act of 1996 (Public Law 104–275; 38 U.S.C. 5101)
- 1.2 **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 current contract provided 704,180 examination referrals over the first four year period and expires on December 30, 2015.

### **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 \$TBD. The contract minimum dollar value is \$TBD.

### **4.0 PERIOD OF PERFORMANCE**

The period of performance is a base period of 12 months and nine 12 month option periods, subject to the availability of funds. The Government anticipates the base period of performance is TBD through TBD, followed by nine consecutive 12 month option periods. 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 is to locate, subcontract, and train medical professionals in performing MDEs for Veterans, depending on the District(s) serviced by the Contractor. 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 X.

- 6.1 **District X (Insert District Name):** To include all VAROs within District X referenced in Section 6.4 of this PWS, subject to Section 6.2 of this PWS.
- 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 6.4, 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.
- 6.4 Table of VAROs

<b><u>District 1:</u></b>	Hartford, CT	Detroit, MI	Pittsburgh, PA
	Chicago, IL	Manchester, NH	Providence, RI
	Wilmington, DE	Newark, NJ	Cleveland, OH
	Boston, MA	Buffalo, NY	White River Junction, VT
	Indianapolis, IN	New York, NY	St. Louis, MO
	Togus, ME	Philadelphia, PA	

<b><u>District 2:</u></b>	Washington, DC	New Orleans, LA	Roanoke, VA
	Montgomery, AL	Baltimore, MD	Huntington, WV

Little Rock, AR	Jackson, MS
St. Petersburg, FL	Winston-Salem, NC
Atlanta, GA	Columbia, SC
Louisville, KY	Nashville, TN

**District 3:**

Denver, CO	Muskogee, OK	Milwaukee, WI
Wichita, KS	Fargo, ND	Cheyenne, WY
Des Moines, IA	Sioux Falls, SD	
St. Paul, MN	Waco, TX	
Lincoln, NE	Houston, TX	

**District 4:**

Albuquerque, NM	Portland, OR	Ft. Harrison, MT
Oakland, CA	Reno, NV	Albuquerque, NM
Los Angeles, CA	San Diego, CA	
Phoenix, AZ	Honolulu, HI	
Seattle, WA	Anchorage, AK	
Boise, ID	Salt Lake City, UT	

**BDD/IDES Sites**

1. Eielson Air Force Base, AK	49. Camp Lejeune, NC
2. Fort Wainwright, AK	50. Fort Bragg, NC
3. Fort Rucker, AL	51. Marine Corps Air Station Cherry Point, NC
4. Maxwell Air Force Base, AL	52. Pope Air Force Base, NC
5. Red Stone Arsenal, AL	53. Rating Activity Site (RAS), Winston Salem, NC
6. Little Rock Air Force Base, AR	54. Seymour Johnson Air Force Base,
7. Beale Air Force Base, CA	

8. Camp Pendleton, CA	NC
9. Edwards Air Force Base, CA	55. Offut AFB, NE
10. Fort Irwin, CA	56. Holloman Air Force Base, NM
11. Lemoore Naval Hospital, CA	57. Fort Drum, NY
12. Rating Activity Site (RAS), San Diego, CA	58. Altus Air Force Base, OK
13. Travis Air Force Base, CA	59. Fort Sill, OK
14. Twenty-Nine Palms Naval Hospital, CA	60. Tinker Air Force Base, OK
15. Vandenburg Air Force Base, CA	61. Vance Air Force Base, OK
16. Fort Carson, CO	62. Fort Buchanan, San Juan, PR
17. Eglin Air Force Base, FL	63. Beaufort Naval Hospital, SC
18. Hurlburt Air Force Base, FL	64. Charleston Air Force Base, SC
19. Jacksonville Naval Air Station, FL	65. Charleston Naval Hospital, SC
20. Key West Naval Air Station, FL	66. Brooks Air Force Base, TX
21. Kings Bay Naval Air Station, FL	67. Corpus Christi Naval Air Station, TX
22. MacDill Air Force Base, FL	68. Fort Bliss, TX
23. Mayport Naval Air Station, FL	69. Fort Hood, TX
24. Pensacola Naval Air Station, FL	70. Fort Sam Houston, TX
25. Tyndall Air Force Base, FL	71. Fort Worth Naval Air Station/Joint Reserve Base, TX
26. Fort Benning, GA	72. Lackland Air Force Base, TX
27. Fort Gordon, GA	73. Laughlin Air Force Base, TX
28. Fort Stewart, GA	74. Randolph Air Force Base, TX
29. Moody AFB, GA	75. San Antonio Military Medical Center, TX
30. Robins Air Force Base, GA	76. Sheppard Air Force Base, TX
31. Hickam Air Force Base, HI	77. Rating Activity Site (RAS), Salt Lake City, UT
32. Naval Station Pearl Harbor, HI	78. Hill Air Force Base, UT
33. Tripler Army Medical Center, HI	79. Dahlgren, VA
34. Tripler Clinic (Coast Guard), HI	80. Fort Eustis, VA
35. Mountain Home Air Force Base, ID	
36. Great Lakes Naval Base, IL	

37. Fort Leavenworth, KS	81. Fort Lee, VA
38. Fort Riley, KS	82. Langley Air Force Base, VA
39. McConnell AFB, KS	83. Quantico Marine Naval Hospital, VA
40. Fort Campbell, KY	84. Sewell's Point, VA
41. Fort Knox, KY	85. Portsmouth USCG, VA
42. Fort Polk, LA	86. Tidewater USCG, VA
43. Andrews AFB, MD	87. Bremerton Naval Station, WA
44. Patuxent River, MD	88. Fairchild Air Force Base, WA
45. Walter Reed Military Medical Center, MD	89. Fort Lewis, WA
46. Fort Leonard Wood, MO	90. McChord Air Force Base, WA
47. Columbus Air Force Base, MS	91. Oak Harbor Naval Hospital, WA
48. Keesler Air Force Base, MS	

## 7.0 GENERAL REQUIREMENTS

- 7.1 The Contractor shall provide MDEs for VBA according to VBA standards, forms, and practices.
- 7.2 The Contractor shall be required to provide these services for Veterans residing (permanently or temporarily) within the geographical jurisdiction of the listed VAROs. In instances where support in new or different sites is required, the Contractor will be provided 180 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:
- a. Making capital expenditures;
  - b. Ensuring a qualified workforce is in place;
  - c. Conducting background investigations;
  - d. Establishing security clearances where applicable;
  - e. Providing appropriate training; and
  - f. Implementing the information technology support and security necessary to fully perform the requirements contained in the PWS.
- 7.3 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.

Deliverables (Task One):

8.1.1 Detailed PMP and QAP, including Briefing and Minutes

8.1.2 Kick-off Meeting , including Minutes

8.2 **Task Two:** 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 <http://www.benefits.va.gov/benefits/>);
- 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>
    - 1) 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.
    - 2) 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.
  - iii. Examiners who perform Initial Mental Disorders examinations shall take the DMA Initial Mental Disorders Examination;
  - iv. Examiners who perform Initial Post Traumatic Stress Disorders (PTSD) examinations shall take the DMA Initial Post Traumatic Stress Disorder (PTSD) Examination;
  - v. Examiners who perform Review Post Traumatic Stress Disorder (PTSD) examinations shall take the DMA Post Traumatic Stress Disorder (PTSD) Review Examination or DMA Initial Post Traumatic Stress Disorder (PTSD) Examination;
  - vi. Examiners who perform Review Mental Disorders exams shall take either the DMA Mental Disorders Review Examination OR DMA Initial Mental Disorders Examination;
  - vii. Examiners who perform Musculoskeletal examinations (Joints, Feet, or Spine) shall take the DMA Musculoskeletal Examination; and

- viii. Examiners who perform Traumatic Brain Injury (TBI) examinations shall complete the DMA TBI training module.
  - ix. All examiners shall complete military sexual trauma (MST) protocol training, DMA Military Sexual Trauma and the Disability Examination Process, in VHA Train.
  - x. All medical examiners will complete the mandatory Gulf War Examination (GWE) training course in VHA Train.
  - xi. All medical examiners shall complete aggravation opinions training course in VHA Train.
  - xii. All medical examiners shall complete medical opinions training course in 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 addition to DMA certification for examiners.
- e. 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
- f. The Contractor shall submit to the COR the required security paperwork for each employee and/or Subcontractor.
- g. 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 19.0 (Security) for further details).
- h. The Contractor shall maintain and track all training and certifications for its personnel and Subcontractor(s). Any Subcontractor personnel can use TMS and VHA TRAIN for training purposes. The Government may request information regarding training and certification at any time during the period of performance.
- i. 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.

Deliverable (Task Two):

8.2.1 Training Plan

8.3 **Task Three:** 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 (reference Attachment O). 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. The contractor shall get approval from the COR via email for any additional testing or examination that is not preauthorized or addressed during the triage process.
- 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:

- a. 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:



- i. Listing of Examination Worksheets to fulfill the exam requests by VA (showing distribution by site and by the type of worksheet);
- ii. Number of Examination Worksheets completed by Contractor (showing distribution by site and by the type of worksheet);
- iii. Number of examinees (i.e., Veterans requested to be seen for examination (showing distribution by site);
- iv. Number of examinees (i.e., Veterans for whom examinations were completed (showing distribution by site);
- v. Number of examination reports pending with a list of the pending examination requests (to include claim number, name, and date of request);
- vi. Average time from receipt of examination request to delivery of completed request (CAATS) or DBQ worksheet (VBMS);
- vii. 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 Regional Office);
- viii. 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 (Please see Attachment Y);
- ix. 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);
- x. Cancellation Rate/Reason:
  - a. 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):
    - i. Cancelled at Veteran's request
    - ii. Cancelled at request of Site/VA
    - iii. Veteran relocated
    - iv. Veteran unavailable
    - v. Unable to contact Veteran
    - vi. Examination restricted by contract
    - vii. Veteran deployed
    - viii. Medical record not received

- ix. Duplicate request
- x. Veteran is deceased
- xi. Outside contracted Site jurisdiction
- xii. No Show
- xiii. Other: Free text for any reason not listed

b. 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):

- i. Cancelled at Veteran's request
- ii. Cancelled at request of Site/VA
- iii. Veteran relocated
- iv. Veteran unavailable
- v. Unable to contact Veteran
- vi. Examination restricted by contract
- vii. Veteran deployed
- viii. Medical record not received
- ix. Duplicate request
- x. Veteran is deceased
- xi. Outside contracted Site jurisdiction
- xii. No Show
- xiii. Other: Free text for any reason not list

xi. Average Days pending Work in Progress (WIP) for each Regional Office.

- b. The Contractor shall also maintain individual and aggregate 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 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.
- c. Site visit information as specified in Section 13.0.
- d. Monthly data on all examinations scheduled further than the 50 miles for non-specialist and 100 miles for specialist examinations
- e. The contractor shall provide a monthly market saturation report, using the standard format as provided in Attachment Z.

- f. The contractor shall provide a monthly report of any case that is older than 20 days, along with mitigation plan to resolve, using standard format in Attachment AA.
- g. The contractor shall provide reconciliation reports between vendor system and VA systems.
- h. The contractor shall provide ad-hoc reporting at no additional charge as required by PMO (for example, when natural disasters occur, when requests for information are submitted by outside entities, when special situations involve investigating alleged issues with examinations).
- i. The program office is requesting that a new data column be added to the CAATS daily feed being report to PA&I. We are asking that you provide a new column that identifies the date in which an inadequate/insufficient quality assessment was received for a completed exam. Please use the following format and add this new column at the end of the record. (The format to be used for the date field is “MM/DD/YYYY HH:MM:SS AM”. We would ask this format to be used for all the date fields included within the Vendor files) The initial transmission with this new column should include all historical inadequate/insufficient transactions going back to January 1, 2016, to the current date.
- j. VBMS daily error reporting.

Deliverable (Task Four):

8.4.1 Monthly Status Reports

8.4.2 Daily reporting

- 8.5 **Task Five:** 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. This requirement applies to exams conducted within the United States, including its territories, possessions, and the Commonwealth of Puerto Rico, and does not apply to exams conducted outside of these locations.

Deliverable (Task Five):

8.5.1 Annual Facility ADA/OSHA Certification Statement

8.5.2 Quarterly New Facility ADA/OSHA Certification Report

- 8.6 **Task Six:** 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 prior to their appointment. For examinations not requiring an examination notification letter, vendors shall send a notification to the Veteran 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 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.

8.7 **Schedule of Deliverables:**

<b>Deliverable</b>	<b>Due Date</b>
Detailed PMP and QAP, including Briefing and Minutes	5 business days after contract award
Kick-off Meeting, including Minutes <i>Task One/Deliverable 8.1.2</i>	Kick-off Meeting to be held 5 business days after contract award; Minutes to be delivered within 5 business days after the Kick-off
Training Plan <i>Task Two/Deliverable 8.2.1</i>	5 business days after contract award
Completed Examination Data and Worksheet Results (including diagnostics) <i>Task Three/Deliverable 8.3.1</i>	20 calendar days after receipt of examination request (for DBQ/C&P examinations)  30 calendar days after receipt of examination
Daily Status Update <i>Task Three/Deliverable 8.3.2</i>	Each Business Day
Monthly Status Reports <i>Task Four/Deliverable 8.4.1</i>	10th calendar day of each month
Monthly Invoice Report <i>Deliverable 8.4.2</i>	10th calendar day of each month
Annual Facility ADA/OSHA Certification Statement <i>Task Five/Deliverable 8.5.1</i>	15 calendar days from contract award; 15 calendar days from the beginning of all exercised option periods
Quarterly New Facility ADA/OSHA Certification Report	15 calendar days from the end of each quarter
Training and Credentialing Information via Exam Notification Letter or Medical Opinion/ACE Notification Letter <i>Task Six/ Deliverable 8.6.1</i>	See section 9.10. This is due with each notification letter, medical opinion, or ACE examination.

## 9.0 SPECIFIC REQUIREMENTS

9.1 **Ordering:** 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 Contractors through a secure file transfer process. Initially, requests will be entered in the Centralized Administration Accounting System (CAATS). When VBMS replaces CAATS, 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. Communications regarding issues with the transmission or transmission time of CAATS requests be sent to the [Mandatory Contract Examination Inquiries mailbox](#) with a copy sent to your COR. Do not contact the CAATS team directly.

9.2 **Veteran Travel Expenses:** VA provides mileage reimbursement/rate information in VA Health Care Fact Sheet 16-2, and all mileage reimbursement must follow that guidance. The Contractor shall make payments for travel expenses incurred by Veterans, but not Active Duty Servicemembers, traveling to an authorized health care facility for a scheduled compensation and pension examination. Veteran and Active Duty status will be determined by the Release from Active Duty (RAD) date entered into the CAATS or VBMS examination request. Examination appointments completed after the RAD date will be eligible for travel reimbursement. 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://mapquest.com>), or Bing Maps (<https://www.bing.com/maps>). Air travel for Veterans in remote geographical areas in Alaska and Hawaii (Island of Molokai), 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.

Additional travel instructions to Contractor for remote Alaska Veterans who need travel arrangements through the VAMC:

- a. Contractor will provide Veteran with Travel Office phone number (907-257-4738) and inform them that the Anchorage VAMC’s Travel Office will be assisting them with travel arrangements
  
- b. Contractor will send the following information to the COR and their designee:

- i. Veteran name
  - ii. Veteran last 4 digits of SSN or Claim number
  - iii. Veteran date of birth
  - iv. Veteran address
  - v. Veteran phone number
  - vi. Exam date
  - vii. Exam location (with address)
- c. If any update to the Veteran's appointment is made (reschedule, cancel, etc), contractor will notify the COR and their designee immediately
- d. Changes to this procedure will be provided to the Contractor in writing by the COR.

9.3 **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.

9.4 **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:  $\text{Reimbursement Rate} = (\text{Work RVU} + \text{Practice RVU}) * \text{Conversion Factor}$

$\text{Billable Amount} = \text{Reimbursement rate} \times \text{proposed percentage in Schedule of Prices}$

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: <http://www.cms.gov/>. A comprehensive list of CPT codes can be found at <http://www.ama-assn.org/>. 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.

9.5 **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: <http://vbacodmoint1.vba.va.gov/bl/21/dbq/default.asp>. 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;
- j. Endocrine;
- k. Neurologic;
- l. 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 diagnosis 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 affected 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 a generalist, who is C&P certified and has taken and passed the TBI DMA course. A 'generalist clinician' refers to a physician, physician's (PA) assistant, or nurse practitioner (NP) who, while licensed to practice, does not specialize in one discrete area of medicine. A generalist does not include a psychologist who may only perform mental health examinations. General Medical Examinations may be completed by NPs and 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 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.

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

- a. **Comprehensive General Medical Examinations (CLIN 0001A)**: Represents 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. All costs for Ancillary Diagnostic Tests (procedures, tests, laboratory work, and X-rays) are to be invoiced under CLIN 0017. Diagnostic testing will vary depending on the individual being examined. Approved diagnostic testing includes but is not limited to:
  - i. Audio Screening;
  - ii. Snellen's Visual Acuity Screening;
  - iii. Hem Occult;
  - iv. PSA;
  - v. EKG;
  - vi. Chest X-Ray;
  - vii. Lipid panel: CBC;
  - viii. Lipid panel: CMP;
  - ix. Hepatitis C Screening;
  - x. Urinalysis;
  - xi. PAP Smear;
  - xii. HIV Screening;
  - xiii. Fasting Glucose; and
  - xiv. Rapid Plasma Regain (RPR).

9.7 **Other Examination Conditions**: Examinations for the following categories will be required on an infrequent basis, and will be agreed upon in advance by the COR and the Contractor:

- a. Examinations requiring hospitalization or surgical evaluation, such as colonoscopy or endometriosis needing laparoscopy;
- b. Protocol examinations for former Prisoners of War;
- c. Veterans residing in VA domiciles/nursing homes;
- d. Veteran is an employee of the contract examination vendor scheduled to conduct the examination;
- e. Exposure to environmental hazards (note examinations for current disability levels for presumptive conditions related to Agent Orange, CLCW, etc, with no medical opinion required will still be submitted).

9.8 **Other Examination Conditions**: Examinations under the following conditions will be required by the Contractor; however, a portion of these examination types will be handled internally by VA:

- a. Pregnant Veterans;



- b. Examinations for Veterans' spouses or dependents;
- c. Incarcerated & Violent Veterans (status indicated in exam request if known at the time the request is made);
- d. Veteran is a VA Central Office employee;
- e. Gulf War/environmental hazard examinations (follow-up examinations, only);
- f. Veteran is deceased and opinion is required;
- g. Veteran claims compensation under 38 USC 1151;
- h. U.S. Court of Appeals for Veterans' Claims cases;
- i. Sleep Study (initial and follow up) (refer to Attachment V); and
- j. Camp LeJeune Contaminated Water (CLCW) Subject Matter Expert (SME) opinions (refer to Attachment U).
- k. Protocol examinations for Original or New Gulf War Environmental Claims

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.

To assist Veterans and Service members with receiving timely decisions on disability claims, the Department of Veterans Affairs has identified the following claims that require priority processing. If the claim is receiving priority processing the information will be annotated in the Veterans Benefits Management System (VBMS) under the "***Veteran Flashes***" and the examination request that was submitted by the Regional Office (RO). These flashes will be identified within the comments section of a CAATS examination request.

The types of claims that require priority processing:

- a. a participant in the Decision Ready Claim (DRC) Program (Examination requests for DRC are submitted prior to a Veteran submitting a claim to VA. DRC is an expedited claim process for VA)
- b. a participant in the Fully Developed Claim Program

- c. homeless or experiencing extreme financial hardship
- d. terminally ill
- e. more than 85 years old
- f. a former Prisoner of War (FPOW)
- g. claims that have been pending for more than one year
- h. Benefits Delivery at Discharge (BDD) claims
- i. Integrated Disability Evaluation System claims, and
- j. Dependency and Indemnity Compensation claims.

Additionally, claims are expedited from any current or former member of the Armed Forces who:

- a. became very seriously ill or injured/seriously ill or injured (VSI/SI) during service and is not already receiving VA disability benefits,
- b. is diagnosed with Amyotrophic Lateral Sclerosis (ALS) or Lou Gehrig's Disease,
- c. is FPOW, or
- d. received the Medal of Honor.

Please ensure priority is placed on requests identified for priority processing.

- 9.9 **Proximity:** The Contractor shall schedule examinations as close to the Veteran's home of record as feasible, but no further than 50 miles for non-specialist examination and 100 miles for specialist examinations. Authorization may be granted for additional mileage when the Veteran expressly indicates their willingness to exceed the above limits. The Veteran's express consent must be a part of the record when the mileage limitation is exceeded. VBA will not allow for mileage exceptions for any other reason. Vendors' proposals should reflect the level of effort necessary to meet this requirement. For Districts 1-4, the Contractor shall reimburse the Veteran for mileage traveled in accordance with Section 9.2, of this PWS. The Veteran'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 provided by VA and/or available in VBMS. 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 in the exam request that an in-person examination be conducted and when the examiner/clinician determines that sufficient medical evidence exists to complete the evaluation.
- 9.10 **Advance Notice:** The Contractor shall schedule all examinations. The contractor shall contact the Veteran via telephone within three business days of receipt of the order to schedule appointments. The volume of requests per month may vary. At a minimum service level, the Contractor shall notify the Veteran of the exam via telephone, electronically secure method, or a mailed postage-prepaid letter.
- a. Once scheduled, the Contractor shall confirm the appointment with the Veteran by letter dispatched by a method to ensure receipt by the Veteran at least five business days prior to the scheduled appointment.
  - b. When a Veteran verbally agrees via telephone to attend an expedited examination, verbal confirmation of attendance to the appointment is acceptable in lieu of the five business days' notice. The Contractor must

still provide written notice of the appointment by an electronic method (email or text message), or a mailed postage-prepaid letter.

- c. For examinations scheduled when the Contractor was unable to verbally confirm the appointment with the Veteran, the appointment information must be sent by letter dispatched by a method to ensure receipt by the Veteran at least five business 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 received the appointment notification. The Contractor must also provide the Veteran with a follow-up notice of the appointment(s) by 24 to 48 hours before the scheduled appointment via telephone or electronically secure methods. The Contractor shall document all attempts to reach the Veteran. If the Contractor is unable to reach the Veteran, via telephone within three business days, the Contractor shall schedule the examination within a reasonable time, taking into account the Veteran’s interest and the examination report delivery requirements noted above. Notification letters shall comply with the requirement in Section 8.6 Task Six. The contractor shall upload a copy of the exam notification letters into VBMS.

The Contractor shall upload a copy of the requested DBQ to VBMS with “No Show or Failure to Report” listed in the DBQ, if applicable. 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. For ACE evaluations, the vendor will provide a one-time unique provider identification number on the examination notification letter. The vendor/provider will confirm the unique PIN with the Veteran prior to the telephone evaluation.

- 9.11 **Services:** 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).

9.12 **Veteran Files:**

The Contractor shall scan the entire claims folder from VBMS, disregarding the documents noted below. The entire claims folder shall be made available to the medical professional conducting the examination in a secure, electronic manner. The examiner’s review is not limited to the evidence identified by VBA or the Contractor’s triage team (i.e. tabbed evidence). For VBMS requests, the VA will have the medical records available in VBMS the same day of the exam request. If the electronic claims folders are not available through VBMS the same day as the exam request, the contractor may submit an examination clarification request. Note if the examination request was submitted via CAATS, the examination request may be cancelled if the electronic claims folder is not available. Hard paper claims folders are very rare and will be sent to the Contractor on a very limited basis.

The following list of documents may be disregarded from a downloaded Veteran’s electronic VBMS record:

Education
Transmittal Cover Sheets
Fax Coversheets

Blank Envelopes
VA Memos
Computer Screen Error Messages
Returned Mail
Vetsnet Award Print
Birth Certificates
Bank and Investment Account Statements
Divorce Certificates and proceeding Documentation
Driver's License
Social Security Cards
Social Security Statements
Income Tax Returns, Tax related documents
Vendor Invoices, all invoices
VA 21-686c Declaration of Status of Dependents
Financial Actions (waiver, requests, check replacement requests, check reissued, finance letters)
SHARE Print Screens
Report of School Attendance, Request for Approval of
School Attendance
Marriage Certificates
Bureau of Prisons/Fugitive Felon Information
VA 4-1837 Decision of Waiver on Indebtedness
FOIA Privacy Act Request
VA 21-4142 Authorization for Release of Information
VA 21-8947 Compensation and Pension Award
Prison Convict Information

If recent test results are submitted to VA by the Veteran, the results will be forwarded to the Contractor and should be reviewed by the provider, at no additional cost to the VA. Diagnostic tests should not be repeated unless there is indication of recent changes in the condition examined. As outlined in Section 10.4, 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 S & T for tests that should accompany an exam. A copy of test results pertinent to the conditions evaluated by the physician shall be submitted to VA along with completed exam reports.

- 9.13 **Telephone Access:** The Contractor must provide toll-free telephone access to its administrative office from 7:00 a.m. to 7:00 p.m. Monday-Friday, excluding Federal Holidays.
- 9.14 **Electronic data access:** The Contractor shall provide VA access to its secure Management Information System for real-time status information such as Veteran 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' sensitive personal information (SPI).
- 9.15 **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.
- 9.16 **Workload File:** 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.
- 9.17 **Billing Error Resolution:** The Contractor shall resolve bills sent by mistake to Veterans or to a Veteran's insurance company, related to examinations within 10 business days of identification of the error.
- 9.18 **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. This section describes the procedures by which an examination request is made. The Contractor shall accept all examination requests immediately after upload. 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 Examination requests that require further clarification, the Contractor shall contact the requesting VARO Examination Coordinator. The VARO must respond to requests for clarification within 2 business days or the Contractor may cancel the examination request. If response by VARO Examination Coordinator is unsatisfactory and will unnecessarily delay/prevent/ interfere with completion of request obligation(s), the Contractor will then notify the CO and COR.

Initially, requests will be entered in CAATS (reference Attachment R). VBMS will replace CAATS 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:

- a. 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.

- b. 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.
- c. 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.
- d. 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(g). 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.
- e. 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.
  - i. When a request is accepted, the date of request is set to the current date.
  - ii. If the triage process also identified updates to the requested worksheets, a Worksheet Addendum is created and sent through a CAATS file transfer.
- f. 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.
  - i. 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.
- g. 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. In order to cancel the request it is first accepted and then later cancelled. If a Veteran 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.

#### **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:

- a. 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 and the contention(s) to be examined.
  - i. 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.
- b. The Contractor shall receive and validate the VBMS Exam Request Package against the schema and data attributes identified Attachment X, Exam Management Information Exchange Package Documentation (IEPD). Possible results of validation process are:
  - i. Successful validation
    - A. Contractor sends Exam Request Acknowledgement Package
    - B. Accepted by Contractor EMS and date is start of timeliness determination
    - C. 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
  - ii. Fails validation
    - A. Contractor EMS sends a response to DAS with an error code
    - B. Contractor to confirm compliance with validation process between DAS and EMS
    - C. 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).
- c. 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:
  - i. No clarification required
    - A. Proceed to appointment scheduling
  - ii. Clarification is required
    - A. Contractor sends a Clarification Request Package
    - B. VA responds and returns a Clarification Response Package

- C. Response provides requested clarification (else repeat clarification steps a and b) and proceed to appointment(s) scheduling
- D. 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.

- iii. Contractor cancels request, for example the Veteran is deceased or if a Veteran 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.

9.19 **Electronic Invoice File:** 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. A separate report will also be sent to the VA COR in a delimited text file (if over 5MB) or optionally an 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; and Date VA received final package; Veterans Home of Record City; Total Miles Traveled; Claim Center City; Account Number (vendor provided can be blank); VA Purchase Order Number; Vendor Name, Type (credit/charge), and Provider ID (unique provider ID number). 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 30 days for the vendor to adjust the report. The method for transfer of the file will be approved by the VA Information Security Office (ISO). 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 once VBMS Integration is fully implemented, 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 a through d of Task Four.

- 9.20 **Contractor Point of Contact:** 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.
- 9.21 **Appointment Wait Time:** Examiners shall meet with Veterans within 30 minutes of scheduled appointment time. The Contractor shall investigate tardiness and habitual delays with physicians and take corrective action to eliminate or minimize future delays.
- 9.22 **Worksheet Instructions:** The Contractor shall follow the instructions on the worksheets. If the worksheet 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.

- 9.23 **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. This is to include but not limited to requests for additional reporting from the PMO.
- 9.24 **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.
- 9.25 **Emergency Plan:** The Contractor shall prepare an emergency action plan for inclement weather or natural disasters for all scheduled examinations in the District affected.
- 9.26 **Appointment Rescheduling Limitations:** The Contractor shall limit requests for rescheduling of any appointment(s) to one (1). Veterans 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 fails to show for the rescheduled appointment(s), the Contractor shall notify the VARO. If the Veteran is not available for reschedule until 7 days or more following the original appointment date, the examination request will be cancelled and resubmitted when the Veteran 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 must file a new request through the VARO. Federal and/or 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. Examinations impacted by Federal and/or State Declared Emergencies, Force Majeure, or Acts of God shall not be cancelled unless specifically requested by the Veteran, Regional Office, or Program Office. The contractor shall provide a weekly update of all impacted examinations. Timeliness calculation will be adjusted based on guidance from the Program Office and the Contracting Officer. Reporting on above incidents should start as soon as possible in conjunction with the COR.

#### 9.27 **VBMS Request Status Updates**

- a. 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 when VBMS Integration is fully implemented. 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 is unable to attend an examination, the Vendor will cancel the request using the reason Veteran Unavailable and a comment shall be entered notifying the VA when Veteran is available for examination. Cancelled requests due to Veteran unavailability will not be factored into a Contractor's overall timeliness measurement.
- b. 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 when VBMS Integration is fully implemented.
- c. The following is a list of defined packages from VBMS:
  - i. 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 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. Time pending for clarification response will not count against the Contractor's timeliness.

- ii. Change Veteran address once VBMS Integration is fully implemented:
  - A. If Veteran'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 is outside of the 50/100 mile radius' as described, the exam request shall be cancelled and VA will resubmit.
  - B. If the Veteran 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 relocated."
  - C. Cancellation of future appointment(s) will be treated as partial or complete no show situation based on notification timeline and invoice accordingly.
  - D. 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.
- iii. Cancel contention once VBMS Integration is fully implemented
  - A. Cancellation of future appointment(s) will be treated as partial or complete no show situation based on notification timeline and invoice accordingly.
  - B. 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.
- iv. Reschedule appointment once VBMS Integration is fully implemented
  - A. Current appointment is cancelled and treated as partial or complete no show situation based on notification timeline and invoice accordingly.
  - B. Timeliness calculation will exclude the duration from the date of the reschedule request to the date of the new appointment.
- v. Request to cancel appointment once VBMS Integration is fully implemented
  - A. Cancellation of appointment will be treated as partial or complete no show situation based on notification timeline and invoice accordingly.
  - B. 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.
- vi. Cancel exam request once VBMS Integration is fully implemented

- A. If appointment(s) have been completed, Contractor will finalize report(s), submit, and invoice.
    - B. 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.
  - vii. Rework exam request once VBMS Integration is fully implemented: 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.
  - viii. Modify request for special information need
    - A. 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).
- d. List of defined packages expected from Contractor's EMS once VBMS Integration is fully implemented:
  - i. Appointment status
    - A. Appointment scheduled
    - B. Appointment reschedule request
    - C. Appointment cancelled
    - D. Appointment completed
  - ii. 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.
  - iii. Cancel exam scheduling request: Can only be sent if no appointments have been held.
  - iv. Cancel contention: Can only be sent if no appointments have been held.
  - v. Contention results package available

## 10.0 EXAMINATION REQUIREMENTS

- 10.1 All examinations shall be conducted in accordance with VA-issued examination worksheets or DBQs specified in the examination request. The examination worksheets or DBQs 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 a target of 30 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.

- 10.2 Comprehensive General Medical Examinations must document a complete review of each system.
- 10.3 **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 VBACO (COR & a quality medical officer. Please note the test is not being ordered by the medical officer).
- 10.4 **Recent Tests:** If test results are documented in the record and available to the examining physician for review, those tests need not be repeated unless specifically requested by the VARO or there is indication of recent changes in the condition examined. If a test is required for diagnosis and is not documented in the record, the test should be conducted. A non-diagnostic test should not be repeated unless required by the examining clinician to determine the severity of a condition. See Attachments S & T for tests that should accompany an exam.
- 10.5 **Complete Examinations:** 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 with a supporting rationale.

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.

10.6 **Correction of Inadequate Examination Reports in CAATS and VBMS:**

**CAATS Inadequate and Insufficient:** 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 and requests for clarification on insufficient examination reports to VA within 8 calendar days without additional charge to VA. The only exception will be for charges incurred due to additional tests authorized by VA. Inadequate or Insufficient examination reports returned for clarification, correction, or completion will be amended and returned without additional charge. Inadequate examinations will have 50% of the billing deducted.

For requests submitted through CAATS, 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.

For requests submitted through VBMS, VA will send a DAS file transfer to the Contractor for an exam clarification request. In the narrative section there will be parsed narrative text for each contention, as needed, including indication of insufficient or inadequate status and the reason for return.

**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 returning for an additional examination. The Contractor shall return corrected rework requests for insufficient examination reports to VA within 8 calendar days without additional charge to VA. The Contractor shall return corrected rework requests for clarification to VA within 8 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.

- 10.7 **Minimum Observations:** Evaluation of musculo-skeletal conditions for functional loss of movement requires a minimum observation of three repetitions at the joint being examined.
- 10.8 **Soundproof Booth:** Audiology examinations will take place in a soundproof booth, as set forth in OSHA Standard 1910.95 App D.
- 10.9 **Others Present:** At the Veteran's request, family members, caregivers, service animals, and significant others are permitted to accompany the Veteran 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.
- 10.10 **Appointment Scheduling:** The Contractor shall schedule appointments for no less than the time length specified below for each type of Examination:
  - a. Comprehensive General Medical Examination: 60 minutes;
  - b. Initial Post-Traumatic Stress Disorder (PTSD) examinations: 60 minutes;
  - c. Audiology: 30 minutes;
  - d. Dental: 20 minutes;
  - e. Ophthalmology: 30 minutes;
  - f. Ear/Nose/Throat: 30 minutes;

- g. Psychiatry: 60 minutes;
- h. Musculoskeletal: 30 minutes;
- i. Infectious/Immune/Nutritional Diseases: 30 minutes;
- j. Respiratory: 30 minutes;
- k. Cardiovascular: 30 minutes;
- l. Digestive: 30 minutes;
- m. Genitourinary: 30 minutes;
- n. Gynecological/Breast: 30 minutes;
- o. Hemic and Lymphatic: 30 minutes;
- p. Skin: 20 minutes;
- q. Endocrine: 30 minutes; and
- r. Neurologic: 45 minutes.

The described schedule includes face-to-face time between the examination provider and Veteran and not the time spent reviewing the file. 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.

- 10.11 **Examiner Credentials and Signature:** Completed examination reports shall include the examiner’s credentials (e.g. MD, NP, 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. The examiner shall include on the DBQ both their state license number and their National Provider Identifier (NPI) to be included in either the signature or remarks section of the DBQ. Contractors shall adhere to the VA Technical Reference Model (TRM) (<http://www.va.gov/trm/>) for approved digital signature standards and software technologies. VA TRM (<http://www.va.gov/TRM/StandardPage.asp?tid=5291>) 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.
- 10.12 **Complete Reports:** The Contractor shall ensure that examination reports are adequate and in compliance with the examination request DBQs/worksheets with review of test results by examiners documented, and any discrepancies resolved. The Contractor shall ensure that DBQ PDFs are not locked in adobe and are available for review.

- 10.13 **Unauthorized Recording:** 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. If the Veteran requests to record the examination, the answer shall be no. If the Veteran persists on recording the examination the Contractor will inform the Veteran that the examination cannot proceed, and direct the Veteran back to VBA.
- 10.14 **Assistant Attendance:** The Contractor shall document in the examination report that all gynecological, rectal/anal, and breast examinations are performed by an examiner in the presence of an assistant. Contractor shall ask for the Veterans preference prior to scheduling the examination and shall honor the Veteran's request for an examiner and assistant of a specific gender for the above examination types. If the vendor is not able to schedule the gender specific examiner and assistant, the vendor shall notify the VARO Examination Coordinator.
- 10.15 **Delivery of Completed Reports:** 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 shall be delivered within 24 hours of the report delivery date.
- 10.16 **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:
- a. All questions listed on the worksheet(s) shall be addressed and answered as indicated per the worksheet instructions;
  - b. The correct worksheet(s) were utilized in completing the examination;
  - c. The appropriate tests, procedures, laboratory work, and x-rays, as indicated on the worksheet(s), were utilized in completing the examination;
  - d. The DBQ is medically appropriate and with the diagnosis consistent with clinical findings/medical history; and
  - e. All examination reports satisfy the credential and signature requirements found in Section 10.12 (Examiner Credentials and Signature).
- 10.17 **Special Focused Reviews**
- At the discretion of the PMO, VBA may initiate reviews of providers, processes, clinics or other groups/systems as it deems appropriate. The Vendor and its quality staff may be tasked with performing a portion of the review. The Vendor will perform the review tasks as requested and return its findings in a mutually agreed upon timeframe (generally 30 days or less). After the review is complete, VA may task the Vendor's Quality Officer with subsequent monitoring or corrective actions. The outcome of these required activities will be reported to VA within a specified mutually agreed upon period of time (generally 30 days or less). Failure to comply by the requested date may result in a 1% penalty of one month of the current invoice at the discretion of the VA. Contractor may be required to return to VA the amount billed for any of the exams identified as being incorrect at the discretion of the VA.
- 10.18 **Abnormal Findings / Protecting Vulnerable Veterans:** The Contractor shall alert the Veteran 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, the examination provider 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. Critical results shall be communicated by personal contact within 24 hours with a follow up letter. Abnormal but not critical results shall be communicated within 48 hours.

- a. DBQ Addition: Vendor shall add the following in the remarks section of each DBQ:
  - i. Is there a need for the Veteran to follow up with his/her primary care provider regarding any life threatening or abnormal findings in this examination (not limited to claimed condition(s))? YES/NO
  - ii. If YES: Was the Veteran notified to follow up with his/her primary care provider? YES/NO
  - iii. Was a copy of the test result identifying the life threatening or abnormal findings provided to the Veteran or Veteran's primary care provider? YES/NO
- b. Protecting Vulnerable Veterans – All examiners must be trained on the following process.
  - i. Suicidal/Homicidal Ideation: If a Veteran expresses suicidal or homicidal ideation or obvious mental distress during an examination, the examination provider will inform the Veteran that such feelings are taken very seriously by the agency. If the examining clinician, based on their own professional judgement, determines that the Veteran poses a suicidal and/or homicidal risk then the clinician may activate the appropriate medical protocol which will meet the Veterans needs in real time.
  - ii. 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](http://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 Line as soon as possible. The Contractor shall submit an incident report to the COR within 24 hours of learning of the 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. Document referral to Crisis Line, and any other related action in worksheet or DBQ notes. If the Veteran indicated ideation and or intent, but later denied ideation and or intent, and the clinician concurs based on their professional judgement that the Veteran does not pose serious imminent risk to self or others, then the clinician will note this in the remarks section of worksheet or DBQ. If the clinician does not concur they shall follow the protocol above in section i and ii.
  - iii. 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.



- iv. In addition to the protocol noted above, for examinations that are conducted for Servicemembers under the IDES and pre-discharge program, the clinician shall notify the appropriate POC at DoD for any suicidal and or homicidal ideation or intent. VBA will provide the vendor with the DoD POC list.

c. Special Emphasis (ex. Homeless)

- i. If a Veteran identifies as homeless, exam provider will note this in exam worksheet or DBQ notes in the remarks section. If the Veteran identifies as homeless, and has not previously been identified as homeless, the examiner shall provide them with the VA help for homeless Veterans hotline number, 1-877-424-3838.

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.

10.19 **Medical Opinions and Record Reviews:** 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:

- a. 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.

- b. 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.
- c. An examiner's statement that he or she cannot offer an opinion without resorting to speculation, it is only acceptable after determining it is not based on the absence of procurable information or on a particular examiner's shortcomings or general aversion to offering an opinion on issues not directly observed. It must be clear that (1) the examiner considered all procurable and assembled data before stating that an opinion cannot be reached and (2) the examiner must explain the basis for his or her conclusion that a non-speculative opinion cannot be offered. The statement that an opinion cannot be provided without resort to speculation must be based on a lack of knowledge among the "medical community at large" and not the insufficient knowledge of the specific examiner.

- d. A record review is required in order to provide a medical opinion. Medical opinions may be requested with or without an accompanying examination.
  - i. When a request for a medical opinion is received along with a request for an examination, the contractor shall bill under CLIN 0019AA, 0019BB, or 0019CC (see Section B.3. Schedule of Prices).
  - ii. 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).
  - iii. When a request for a record review (but not for an accompanying 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).

These CLINS may be billed only once per provider, and both 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 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. Two DBQs have opinions built in, Initial PTSD and Audio. It would be appropriate to use CLIN 0019 AA/BB/CC for Initial PTSD DBQs, but it would only be appropriate to use it for Audio claims that are original or new. An Audio examination for a claim for increase would not include CLIN 0019 AA/BB/CC.

Personal records brought in by Veterans at the time of examination shall be reviewed by the examiner contingent upon:

- a. The records are from examinations or events that occurred after the claim was filed, and
- b. It is made clear to the Veteran that
  - i. The Veteran is responsible for adding the evidence to their VA record because the examiner cannot do this, and
  - ii. Unless the record is added to the Veteran’s record in a timely manner, then the submitted records will not be reviewed by VBA as a part of the evidence associated with their claim.

**10.20 Telehealth Examinations:** The following conditions can potentially be evaluated via telehealth.

Mental
Hypertension – Hypertension DBQ
Heart Conditions – Heart DBQ
Ear (including Vestibular and Infectious)
Loss of Sense of Smell and/or Taste

Sinusitis, Rhinitis, and other Conditions of the Nose, Throat, Larynx, and Pharynx
Endocrine Diseases (Other than Thyroid, Parathyroid, or Diabetes)
Esophageal Conditions
Kidney Conditions
Prostate Cancer
Urinary Tract
Sleep Apnea
Hairy Cell and Other B-Cell Leukemias
Tuberculosis
Narcolepsy
Respiratory Conditions (Other than TB)

10.21 These examinations shall adhere to the following requirements:

- a. 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:
  - i. The telecommunication link must be a minimum of 384 kilobits/second resolution;
  - ii. 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 versus adjusting the camera; and
  - iii. 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 the list provided above.
- d. The conference shall not be conducted solely by telephone; the examiner must have “face to face” interaction with the Veteran . 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 is licensed in the state in which the examination takes place (See Section 17.0), the examiner shall hold a current license in the state from which the Veteran participates in the examination, with the exceptions of physicians as noted under the portability act;
- f. 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.

- i. The office of a physician or practitioner;
  - ii. a hospital;
  - iii. a critical access hospital;
  - iv. a rural health clinic; and
  - v. a federally qualified health center;
  - vi. a mobile clinic
- g. The Contractor shall only employ practitioners trained to perform telehealth examinations, including a standardized training manual for clinicians that the Contractor shall develop;
- h. Veteran location guidance includes:
- i. Attendant at the location to orient the Veteran ;
  - ii. The room must be adequately soundproof to protect patient privacy; and
  - iii. The lighting and color of the room should ensure the optimum conditions for a video assessment to take place.
- i. The Contractor shall outline a procedure to positively identify Veterans at the start of each telehealth examination;
  - j. Prior to conducting these examinations, the Contractor shall provide the COR with an emergency response plan for telehealth encounters;
  - k. Veteran must be willing to participate in DBQ/C&P telehealth examination;
  - l. Veteran must acknowledge and accept limits of clinical video-conferencing for their compensation and pension examination;
  - m. The Contractor shall provide any and all needed equipment for the session. The Contractor shall not require the Veteran to purchase any equipment for the examination;
  - n. In order to determine exclusionary factors and confirm participation in a telehealth evaluation, the Contractor shall contact the Veteran by phone. If during this telephone interview any of the exclusionary factors listed below become obvious, the Veteran 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;
  - o. The Veteran must possess mental capacity and adequate sensory abilities to participate (as determined by the exclusionary factors listed below):
- i. Inability to effectively communicate due to:
    - A. Hearing impairment;
    - B. Language barrier;
    - C. Speech impediment; or
    - D. Memory deficit.

- ii. Inability to effectively verbalize/express information.
  - p. The following factors apply during a telehealth session and the Contractor shall terminate the session:
    - i. Veterans who are/or become acutely violent or unstable with poor impulse control;
    - ii. Veterans who show signs of cognitive disturbance and/or become uncomfortable with the telehealth process;
    - iii. Veterans unwilling or unable to participate in a meaningful way;
    - iv. Veterans actively psychotic and unable to participate secondary to the nature of their illness; or
    - v. Veterans with psychotic disorders that may be exacerbated through use of the technology (e.g., ideas of reference regarding television).
  - q. Following an explanation of the technology and obtaining consent of the Veteran to use telehealth, the Contractor shall contact the ordering VARO that referred the 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;
  - r. Contractors will identify telehealth examinations by:
    - i. Invoicing against CLINs; and
    - ii. Reporting on monthly data reports the number and locations of telehealth examinations.

**10.22 Other Examination Requirements:**

- a. 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.
- b. 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.
- c. 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. Vendors shall obtain consent from the Veteran prior to removing earwax. Removal of earwax is required in all cases of cerumen impaction, unless Veteran refuses. 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.

- d. 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.

**10.23 ACE Evaluations:**

- a. Examples of the types of conditions for which the ACE process may be used include but are not limited to:
  - i. Prostate and other genitourinary conditions, which have already been assessed
  - ii. Some oncology cases, whether the cancer is active and/or primary site identification, if metastasized
  - iii. Ischemic Heart Disease, for which a functional assessment may be done by a telephone interview
  - iv. Tinnitus can sometimes be assessed in a telephone interview when a current audiometric examination suitable for VA benefits is of record
  - v. Hypertension can be addressed by the ACE process if the record contains current blood pressure readings
  - vi. Pulmonary conditions
  
- b. The ACE process is not available in the following categories of examinations:
  - i. exams by vendor examiners when necessary electronic medical records are not available for review
  - ii. IDES or BDD Pre-discharge program
  - iii. exams required by BVA & CAVC remands
  - iv. general medical examinations & SHA
  - v. female sexual arousal disorder (FSAD) exams, and
  - vi. mental disorder examinations, including medical opinions for claimed conditions secondary to a service connected (SC) medical disorder. This specifically applies to physical secondary conditions related to SC mental disorders, such as bruxism.
  - vii. Initial or residual traumatic brain injury (TBI) DBQs.
  - viii. When VBA specifically requests an in-person examination
  
- c. The ACE process is to be used at the discretion of the examiner with the exceptions noted above that are not ACE eligible.

- d. For any evaluations done using the ACE process, the examiner will:
  - i. Review the existing records provided by VA and/or available in VBMS
  - ii. Document the use of the ACE process on the DBQ, to include the source of the clinical evidence relied on to complete the DBQ or render the opinion.
- e. If a telephone interview is required, the examiner will identify themselves to include providing their unique identification number referenced in Section 9.10, state the purpose of the call, and shall authenticate a Veteran's identity using the following questions:
  - i. Full legal name, including middle name
  - ii. Last four of the Veteran's social security number or claim number
  - iii. Birth Date, including year
  - iv. Branch of service and service dates
  - v. Home address
- f. If the Veteran does not remember their exact service dates but answers all the other questions correctly this is acceptable.
- g. If a Veteran refuses to answer the questions, an ACE process cannot be completed and the Veteran will need to report for an in-person examination.
- h. The Veteran must possess mental capacity and adequate sensory abilities to participate in a telephone interview (as determined by the exclusionary factors listed below):
  - i. Inability to effectively communicate due to:
    - 1. Hearing impairment;
    - 2. Language barrier;
    - 3. Speech impediment; or
    - 4. Memory deficit.
  - ii. Inability to effectively verbalize/express information.
- i. The following factors apply during a telephone interview session and the contractor shall terminate the session:
  - i. Veterans who show signs of cognitive disturbance and/or become uncomfortable with the telephone interview process;
  - ii. Veterans unwilling or unable to participate in a meaningful way.

- j. Due to the reduction in face-to-face examiner time for ACE Evaluations, the Contractor shall discount DBQ CLINS which are designated by the Program Office as eligible for ACE Evaluations (and are in fact done via the ACE process) based on a negotiated discount rate of 15%. If a medical record review is required, the Contractor shall charge previously negotiated rates under CLIN 0019 – Medical Record Review & Medical Opinions, CLIN 0019A/B/C Record Review Medical File or under CLIN 0019AA/BB/CC Record Review Medical File with Medical Opinion (if required). For example, the Program Office requests a Skin Disease DBQ under CLIN 0012A, and indicated this is an ACE eligible evaluations. The Contractor performs the evaluation utilizing the ACE process. The Contractor shall charge a discounted rate of \$136.97 (base year rate reduced by 15%) + the cost of a medical record review of \$40.29 (base year rate) for a medical review of under 250 pages with no medical opinion required. The total cost the Contractor can bill for this particular ACE Exam example is \$177.26.
- k. VHA provided data regarding total number of ACE evaluations done as a percentage and minimum.

## **10.24 Incarcerated Veteran Protocol**

### **Complying With Examination Requests for Incarcerated Veterans**

- a. Upon receipt of a medical disability examination request, vendor must make appropriate arrangements with the correctional facility to comply with VBA's request. The arrangements can include:
  - i. Determine if prison has exam location suitable for the type of examination
  - ii. Sending a provider to the institution, or
  - iii. Coordinating approved telehealth exam with a qualified provider.
- b. Vendor must document all efforts to materially comply with the examination request, to include:
  - i. Record of all attempts to obtain approval from the correctional facility for a contract provider to examine the Veteran at the correctional facility, and
  - ii. Record of all communications relating to attempts to comply with the examination request.
- c. Vendor must provide all documentation of unsuccessful attempts to comply with an examination request to the requesting VBA RO and VBMS. This information shall be submitted as an attachment to the requested Disability Benefits Questionnaire.
- d. An examination request should not be cancelled and returned to the RO solely on the basis that the Veteran is incarcerated.

### **Once Examination Scheduling Solution has been Determined**

- a. Notify the Contracting Officer's Representative (COR) of scheduling solution and get approval for associated costs.
- b. Schedule exam for incarcerated Veteran after approval.



- c. Bill VBA with appropriate CLIN code.

### **Resolving Problems Relating to Conducting Examinations for Incarcerated Veterans**

The vendor and RO Exam Liaison should discuss any difficulty in conducting the examination of an incarcerated Veteran. Examinations should not be cancelled as a no-show or failure to report without prior discussion with the RO Exam Liaison.

A follow up telephone call to confirm the scheduled examination should be made a day before the examination and prior to the examiner leaving for the prison facility.

The contract examiner may have a clerk or medical assistant accompany him/her to the correctional facility. Associated costs must be approved in advance by the COR.

Should the vendor have a problem scheduling an examination, the Veterans Health Administration (VHA) Health Care for Reentry Veterans Program maintains points of contact (POC) in every state that can assist with scheduling issues. These POCs have existing relationships with state and federal correctional facilities and can help facilitate discussions on examination scheduling. The VHA POCs should be contacted by email prior to reaching out to the RO Exam Liaison with scheduling concerns. Current lists of these POCs are at: <https://www.va.gov/homeless/reentry.asp> . When the VHA POC is contacted, the COR should be copied in the correspondence.

### **Conducting Examinations for Incarcerated Veterans**

- a. Contract examiner must comply with prison security requirements when examining incarcerated Veterans in prison facilities.
- b. Contract examiner may end the examination at any time during the examination for safety reasons to include the incarcerated Veteran's inability to follow prison security rules. Vendor will provide documentation to include reason(s) for the cancelation.
- c. Contract vendor may facilitate the delivery of medical equipment to the correctional facility with the warden or correctional facility POC. Associated costs must be approved by the COR in advance.
- d. If the necessary medical equipment cannot be delivered to the correctional facility, contract vendor should make every attempt to utilize prison medical equipment to conduct the necessary ancillary tests and procedures.

## **11.1 QUALITY ASSURANCE**

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

- a. **Correction of Deficiencies:** The Contractor shall take corrective action when examination deficiencies are identified in accordance with Section 10.6 and return any corrective/additional information to the COR within 8 calendar days of identification of the deficiency.
- b. **VA Oversight:** VA shall have ultimate oversight, review, and rejection/acceptance for all deliverables, tasks, and sub-tasks related to this program/acquisition.
- c. **Customer Service Survey:** VA will implement a customer survey program intended to provide VA with feedback from Veterans who receive examination services under this contract. VA, or a third-party contracted with VA, will provide survey cards and/or a web- based survey against which Veterans may

provide feedback regarding the quality of customer service provided by the Contractor and its examination providers.

- d. **Claims File Review:** Claims file review is required for the following examination types:
- i. cold injury residuals
  - ii. FPOW Protocol
  - iii. Gulf War General Medical (to include SC under 38 CFR 3.317)
  - iv. medical opinions, including etiology opinions in hearing loss and tinnitus claims
  - v. mental health exams
  - vi. traumatic brain injury
  - vii. BVA & CAVC remands
  - viii. 1151 Claims
  - ix. ACE
  - x. environmental hazards in Iraq, Afghanistan, and other military installations
  - xi. IDES claims; and
  - xii. When specifically requested in the examination request, examination request will indicate the specific contention for which a medical record review is being requested;
    - 1. Note the end user clinician may also decide that a record review is necessary in order to provide complete examination results
- e. **Visual Fields Testing:** For VA purposes, examiners must perform visual field testing using either Goldmann kinetic perimetry or automated perimetry using Humphrey Model 750, Octopus Model 101, or later versions of these perimetric devices with simulated kinetic Goldmann testing capability. The results must be recorded on a standard Goldmann chart providing at least 16 meridians 22½-degrees apart for each eye.

The Eye Conditions Disability Benefits Questionnaire (DBQ) contains a requirement that the examiner indicate whether or not the Veteran has a visual field defect. If the examiner indicates that there is a visual field defect, the appropriate visual field testing must be undertaken. No visual field testing is required if the examiner indicates that the veteran does not have a visual field defect, irrespective of the eye disability that is the subject of the examination.

- f. **Tests and Procedures:**
- i. All test and procedures required by the examination DBQs/worksheets shall be conducted unless not medically advisable or declined by the individual examined. If a test is required for diagnosis and is not documented in the

record as determined by a medical record review, the test should be conducted (refer to PWS Section 9.12 and 10.4). 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 DBQs/worksheets represent the standard required tests necessary for the examined condition. No invasive procedure (i.e., a procedure requiring anesthesia) shall be performed without the consent of the individual to be examined. Before scheduling any invasive procedure, pre-authorization must be submitted and obtained from the COR and a VBA Medical Officer. Ultimate responsibility for ordering, interpreting and reporting the results lies with the ordering clinician.

- ii. Gastritis Procedures: The diagnosis of gastritis requires endoscopic or radiological confirmation. If an endoscopy or radiological confirmation is already of record, then another endoscopy will not be approved, however a claim for increase could trigger the need for a radiograph/upper GI as appropriate.
- iii. No invasive procedure (i.e., a procedure requiring anesthesia) shall be performed without the consent of the individual to be examined. Before scheduling any invasive procedure, pre-authorization must be submitted and obtained from the COR and a VBA Medical Officer. Ultimate responsibility for ordering, interpreting and reporting the results lies with the ordering clinician. The pre-authorization requests shall be submitted to the COR and authorization or denial will be communicated within 2 business days of request. If authorization is not received, a second attempt will be made to receive authorization, if authorization is not received within 1 business day after the second attempt, the condition for which the testing was requested will be cancelled.
- iv. Specific to musculoskeletal: There are two basic types of range of motion testing of a joint: Active and Passive. Active range of motion testing (AROM) is when the patient moves their joint with no assistance from the examiner. Passive range of motion testing (PROM) is where the examiner moves the joint through its range of motion with no help from the patient. It should be noted that Correia allows the examiner to not perform a PROM if the examiner feels it is medically inappropriate. Examiners would be wise to defer this test if it appears that utilizing it will cause the Veteran severe pain or increase the risk of further injury. They should document their rationale for PROM deferral. In any circumstance where the examiner chooses to utilize PROM, the test should always be performed gently. Clinical judgement is meant to be used in determining the need for PROM as part of a disability examination. In the event a clinician feels that PROM is appropriate, they should clearly explain to the Veteran the “hands on” process and how the Veteran should communicate discomfort during the examination. PROM should cease at the point the Veteran indicates discomfort. In the Medical History section of the musculoskeletal DBQs, examiners must list the veteran’s complaints, even if the complaints remain unchanged from a previous examination report or other evidence of record.
- v. The Contractor will be notified by the COR of its timeliness and quality ratings by way of a Quarterly Performance Evaluation Report. The Quarterly

Performance Evaluation Report will be provided to the Contractor within 60 days following the end of the previous quarter.

**12.0 PERFORMANCE REQUIREMENT SUMMARY (PRS)**

<b>Areas</b>	<b>Unsatisfactory Performance Standard</b>	<b>Expected Standard of Performance</b>	<b>Exceptional Performance Standard</b>
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<p><b>Timeliness</b></p> <p>The Government will measure the timeliness of completion of the examination reports.</p> <p>Total Inventory as measured by:</p> <p>Total pending inventory of Veterans requests for the calendar month</p> <p>Total completed inventory of Veterans request for the calendar month</p> <p>Examples:</p> <p>If total pending inventory for vendor is 10,000 exam requests, then 8,100-8,500 would need to be pending within 7 days to be considered within the expected standard of performance.</p> <p>If total completed inventory for vendor is 10,000 exams requests, then 8,100-8,500 would need to have been completed within 7 days to be considered within the expected standard of performance.</p> <p>Both metrics must be obtained to be considered within the expected standard of performance</p> <p>For requests submitted through CAATS:</p> <p>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 examination report(s) is successfully transmitted to VA by the Contractor.</p> <p>For requests submitted through VBMS:</p>	<p><b>&lt;80% of total inventory for the month</b></p> <p>Greater than 7</p> <p>calendar days for CLCW DBQ/C&amp;P Examinations</p> <p><b>&lt;80% of total inventory for the month</b></p> <p>Greater than 20</p> <p>calendar days for DBQ/C&amp;P Examinations, other than for Incarcerated Veterans</p> <p>Greater than 30 calendar days (for Incarcerated Veterans)</p>	<p><b>81-85% of total inventory for the calendar month within 7 calendar days for CLCW</b></p> <p><b>81-85% of total inventory within 20 calendar days</b></p> <p>for DBQ/C&amp;P Examinations, other than for Incarcerated Veterans</p> <p>30 calendar days (for Incarcerated Veterans)</p>	<p><b>&gt;85% of total inventory less than 7 days for CLCW</b></p> <p><b>&gt;85% of total inventory</b></p> <p>Less than 20 calendar days for DBQ/C&amp;P Examinations, other than for Incarcerated Veterans</p> <p>Less than 30 calendar days (for Incarcerated Veterans)</p>
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<p><b>Insufficient Exams</b></p>	<p>&lt;91%</p>	<p>91-95% within 8 calendar days</p>	<p>&gt;95%</p>
<p><b>Inadequate Exams</b></p>	<p>&lt;91%</p>	<p>91-95% within 8 calendar days</p>	<p>&gt;95%</p>
<p><b>Cancellation Rate</b></p>	<p>&gt;3%</p>	<p>NTE 2% of total requests</p>	<p>&lt;1%</p>
<p><b>Quality Review</b></p> <p>Note the percentages are based on rounding up to a whole number based on two decimal points. Example 81.50% would be = to 82% however 81.49% would be = to 81% would not meet the expected standard of performance.</p> <p>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:</p> <p>All questions listed on the worksheet(s) shall be addressed and answered as indicated per the worksheet instructions;</p> <p>The correct worksheet(s) were utilized in completing the examination;</p> <p>The appropriate tests, procedures, laboratory work, and x-rays, as indicated on the worksheet(s), were utilized in completing the examination;</p> <p>The DBQ is medically appropriate, with the diagnosis consistent with clinical findings/medical history; and</p> <p>All examination reports satisfy the credential and signature requirements found in Section 10.12 (Examiner</p>	<p>For the first 3 months following ramp-up period less than 82%</p> <p>For the second 3 months less than 87%</p> <p>After 6 months less than 92%</p>	<p>For the first 3 months following the ramp-up period 82%</p> <p>For the second 3 months 87%</p> <p>After 6 months 92%</p>	<p>For the first three months following the ramp up period 84% or greater</p> <p>For the second 3 months 89%</p> <p>After 6 months 94% or greater</p>

All of the above areas will be evaluated quarterly, with a monthly teleconference for feedback and informational purposes.

Cancellation reasons that will not impact vendor performance metrics include:

- Veteran Fails to Report to Scheduled Exam
- Veteran Refuses Scheduling
- Natural Disaster
- Veteran Unavailable Within Prescribed Contractual Exam Timeframe
- Cancellation Requested by the RO or VACO Program Office
- Veteran Death/Hospitalization
- Excluded Exam Request
- Unable to contact Veteran/Servicemember
- Veteran/Servicemember relocated or deployed
- Medically unable
- Medical records not available in VBMS
- Lack of response from the VA for clarification

Please note Attachment AB, which provides a detailed list of the quality review criteria. Any changes to the quality review criteria will be communicated to the vendor from the COR, and the vendor will have 60 days to meet any new changes.

Area	Unsatisfactory Standard of Performance	Expected Standard of Performance	Exceptional Standard of Performance
Customer Satisfaction Survey	<=89%	90-94%	>=95%

- AMTIS Customer Satisfaction Survey or in-house survey compiled by the Veterans Experience Office
- Based on Veteran Responses to Question: “Overall Satisfaction Of Experience” to Include the “Very Satisfied” Or “Somewhat Satisfied”;
- 89% Or Less (Unsatisfactory) 90-94% (Satisfactory) 95% Or Greater (Exceptional)
  - Note: VetFed received a 94.6% overall rating for FY17.

12.1 **Monetary Incentive:** 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:

<b>Quality Criteria</b>	<b>Incentive/Penalty</b>
94% or greater	2% Incentive plus any additional incentives *
Less than 92%	2% penalty plus any additional penalties

<b>Timeliness Criteria</b>	<b>Incentive/Penalty</b>
•Timeliness (5%) - >85% within 5 calendar days for ACE/CLCW and >85% within 15 calendar days for all other exam types	Incentive 5% plus any additional incentives *
•Timeliness (4%) - >85% within 5 calendar days for ACE/CLCW and >85% within 16 calendar days for all other exam types	Incentive 4% plus any additional incentives *
•Timeliness (3.5%) - >85% within 5 calendar days for ACE/CLCW and >85% within 17 calendar days for all other exam types	Incentive 3.5% plus any additional incentives *
•Timeliness (3%) - >85% within 7 calendar days for ACE/CLCW and >85% within 18 calendar days for all other exam types	Incentive 3% plus any additional incentives *
•Timeliness (2.5%) - >85% within 7 calendar days for ACE/CLCW and >85% within 19 calendar days for all other exam types	Incentive 2.5% plus any additional incentives *
•Timeliness (2%) - >85% within 7 calendar days for ACE/CLCW and >85% within 20 calendar days for all other exam types	Incentive 2% plus any additional incentives *



Timeliness (3%) - <80% within 10 calendar days for ACE/CLCW and <80 % within 22 calendar days for all other exam types	Penalty 3% plus any additional other penalties
Timeliness (4%) - <80% within 10 calendar days for ACE/CLCW and <80 % within 24 calendar days for all other exam types	Penalty 4% plus any additional other penalties
Timeliness (5%) - <80% within 10 calendar days for ACE/CLCW and <80 % within 26 calendar days for all other exam types	Penalty 5% plus any additional other penalties

Customer Service Criteria	Incentive/Penalty
95% or greater	1% Incentive plus any additional incentives*
Less than 90%	1% penalty plus any additional penalties

For example, a Contractor properly invoices for \$10,000,000.00 during the quarter for a particular District. The Contractor performed at an exceptional level for timeliness, quality, and customer service survey. The Contractor would be entitled to a 2.50% monetary incentive payment, or \$250,000.

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 2 months following the end of the previous quarter.

- 12.2 **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. In other words, each Contractor will receive, as a minimum quantity (see FAR 16.504(a) (2)), 50% of the total examination volume for that District if they are both meeting the expected standards of performance as noted above (timeliness, quality, customer satisfaction survey). For any District in which three Contractors provide MDEs, 100% of the total examination request volume will be split equally between Contractor A, Contractor B, and Contractor C throughout the period of performance. In other words, each Contractor will receive, as a minimum quantity (see FAR 16.504(a) (2)), 33.33% of the total examination volume for that District if they are both meeting the expected standards of performance as noted above (timeliness, quality, customer satisfaction survey).

- a. VA reserves the right to redistribute the total examination request volume among the vendors if any vendor does not meet the expected standards of performance.
  - i. For example, if Contractor A is not meeting their timeliness expected standard of performance for January, VBA may redistribute a percentage of examination requests for Contractor A's workload until such time as Contractor A is once again meeting expected standard of performance.
  - ii. The percentage allocation of examination request volume as determined by the Government shall be binding on each Contractor, and the Contractor is required to perform the requested number of examinations in accordance with all terms of this contract.
  - iii. The Contractor shall address any concerns with the allocation of examination request volume with the CO and COR.
  - iv. Detailed information on Contractor timeliness, quality and customer satisfaction survey will be continuously available to the Government and summarized for each Contractor in the Quarterly Performance Evaluation Report. Contractor capacity to handle the additional volume of work for a particular District or VA Regional Office will be considered through consultation between the COR, District and/or VA Regional Office personnel, and the Contractors.
  
- b. The Contractor will be notified of its timeliness, quality, and customer satisfaction survey rating by way of a Quarterly Performance Evaluation Report. The Quarterly Performance Evaluation Reports will be provided to the Contractor within 1-2 calendar months following the end of the previous quarter. The performance information in the Quality Performance Evaluation Report provides each Contractor with an indication of how well it is performing.

- 12.3 **Inadequate Examinations(CAATS)**: The Contractor shall take corrective action when examination deficiencies are identified and return any corrective/additional information to VA within 8 calendar days. The Contractor shall deduct 50% from the billing of the inadequate examination.
- 12.4 **VBMS Insufficient Examination Reports submitted as Rework requests**: The Contractor shall take corrective action when examination deficiencies are identified and return any corrective/additional information to VA within 8 calendar days. The Contractor shall deduct 50% from the billing of the insufficient examination.
- 12.5 **Quality Performance Reports**: The Contractor shall deduct 50% of the total invoice based on the statistically valid sample quality report after 6 months of performance. Example: Quality review finds 60% accuracy rate. Vendor bills \$10,000,000 for the month of January. 92% (expected standard of performance) - 60% (accuracy rate) = 32% adjusted error rate. A 50% penalty would apply to \$3,200,000 that was invoiced.
- 12.6 **Audit Reports**: 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.

### 13.0 TRAVEL

The Contractor may visit the Regional Offices; however, site visits must be approved by VA Regional Office (VARO) leadership in advance with two weeks notification provided to VBACO. No drop in visits shall be allowed. Conversations shall be limited to local issues impacting Veterans or specific Veteran's claims. Any issues regarding the contract shall not be discussed without participation by the Mandatory Contracted Examination Program Office (MCEPO). No vendor shall make arrangements with local VA leadership to cancel examinations. There shall be no discussion regarding the distribution of work. VAROs are required to utilize Exam Request Routing Assistance (ERRA) tool (until full VBMS integration) when routing examination to vendors. MCEPO maintains ERRA, so any requests for modifications to ERRA will be coordinated through MCEPO. Contractor must notify COR of any planned visits two weeks in advance. No vendor will request modifications to current VBA policies or procedures through VARO leadership. Should the need to modify policy or procedures arise, this will be coordinated through the MCEPO (ie special ordering instructions for certain types of examinations). MCEPO can, and will, coordinate procedural changes on an as needed basis. No vendor will provide VARO leadership with any training materials, or coordinate any such training. Any such materials or requests must be submitted to MCEPO for review and possible dissemination and/or inclusion in national material. Elements of the site visit, such as the date, time, and RO POC must be provided. Further, contractor will include information in their monthly report, noting dates, locations and synopsis of site visits conducted in current month. Travel costs will be at the Contractor's expense and not reimbursed by VA.

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 or Housebound Veterans.

In accordance with Section 9.8, examination providers may occasionally be required to perform an examination on a Veteran who is housebound or incarcerated in a State or Federal Prison facility. Some examinations are not viable to be performed in these setting due to the required medical equipment. Travel to the Veteran's home address or 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://www.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 and/or CLIN 0022B. If the contractor travels to the Veteran, VBA will reimburse the vendor at the same mileage rate at which a Veteran is reimbursed.

### 14.0 TRAINING

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

- 14.1 **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:

- a. Explain the differences between a VA disability examination protocol versus the examination protocol for treatment purposes;
- b. Ensure an appropriate attitude towards Veterans and their unique circumstances;
- c. Ensure that examiners understand VA's use of the term "at least as likely as not" in the formation of any requested medical opinions;
- d. Explain the concept of presumptive diagnoses in view of unique circumstances of military service;
- e. Ensure that examiners understand how to assess and document pain in accordance with VA regulations;
- f. Follow state law protocol where medical or psychiatric emergencies arise;
- g. Provide appropriate notification to follow-up on abnormal findings;
- h. Obtain DMA certification (available from VA) as appropriate; and
- i. Maintain and assure privacy protection under federal and state law, including, but not limited to the Privacy Act.

14.2 **DMA Certification:** All providers MUST take the DMA General Certification Course prior to performing examinations. Sub-Contractors who perform one or more of the five specialty examinations 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>):

- a. Examiners who perform Initial Mental Disorders examinations shall take the DMA Initial Mental Disorders Examination;
- b. Examiners who perform Initial Post Traumatic Stress Disorders (PTSD) examinations shall take the DMA Initial Post Traumatic Stress Disorder (PTSD) Examination;
- c. Examiners who perform Review Post Traumatic Stress Disorder (PTSD) examinations shall take the DMA Post Traumatic Stress Disorder (PTSD) Review Examination or DMA Initial Post Traumatic Stress Disorder (PTSD) Examination;
- d. Examiners who perform Review Mental Disorders exams shall take either the DMA Mental Disorders Review Examination OR DMA Initial Mental Disorders Examination;
- e. Examiners who perform Musculoskeletal examinations (Joints, Feet, or Spine) shall take the DMA Musculoskeletal Examination; and
- f. Examiners who perform Traumatic Brain Injury (TBI) examinations shall complete the DMA TBI training module.
- g. All examiners shall complete military sexual trauma (MST) protocol training, DMA Military Sexual Trauma and the Disability Examination Process, in VHA Train.
- h. All examiners shall complete the mandatory Gulf War Examination (GWE) training course in VHA Train.
- i. All examiners shall complete the DMA aggravation opinions in VHA Train.
- j. All examiners shall complete the DMA medical opinions in VHA Train.

- 14.3 **Training Materials:** The Contactor shall provide the training materials and the worksheets to each examiner either in paper or in electronic format.
- 14.4 **Training Records:** 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.
- 14.5 **Physician Assistant (PA) Requirements:** The Contractor shall ensure that all PAs meet the following requirements:
- a. The PA holds a full, active, current, and unrestricted PA license from a state in which the services are performed;
  - b. 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;
  - c. 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
  - d. The PA is certified by the National Commission on Certification of Physician Assistants and remains certified during their period of employment by the vendor.
- 14.6 **Nurse Practitioner (NP) Requirements:** The Contractor shall ensure that all NPs meet the following requirements:
- a. Possess a current, full, active and unrestricted nursing license;
  - b. 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;
  - c. 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 population receiving MDE services;
  - d. If the NP is in an independent state, where they practice independently, they will continue to practice independently;
  - e. 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**

- 15.1 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.

15.2 **Privacy Act Information:** The Contractor's staff will have access to sensitive information contained in Veterans' 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' 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 claims folders forwarded for copying/scanning must be maintained in locked files while under the care of the Contractor.

15.3 **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 COR certifying completion of this review and notify them of any discrepancies and resolutions. The Contractor shall also provide an up to date, complete list of its Subcontractors quarterly. The list shall contain the Subcontractor's:

- a. First and last name;
- b. State of licensure;
- c. License number;
- d. Specialty; and
- e. Accreditation.

In the event the vendor discovers that examinations have been conducted by a provider that is not properly, licensed and trained (Inadequate Provider), 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 inadequate 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 and VBA, VBA may consider assessing a penalty up to \$1,000/per examination by an Inadequate Provider and at the discretion of the Contracting Officer.

15.4 **Conflict of Interest:** 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**

16.1 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 & COR shall be notified of any changes to key personnel. Key personnel replacements require pre-approval by the CO & COR.

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

- a. **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;
- b. **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;
- c. **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;
- d. **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
- e. **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.
- f. **Information Security Officer (ISO):** An Information Security Manager, for purposes of this contract, is defined as a person with a bachelor's or advanced degree plus 8-10 years of experience in managing and achieving information security and information technology regulatory compliance. This individual is responsible for the security associated with the vendor's system and the interface(s) with the VA, to include protection of the Veteran's personal, health, & benefits related information. This role works with the vendor's internal information technology team and with the VA's information technology, security and privacy teams to address the requirements needed to achieve and maintain a VA Authority to Operate (ATO). This individual will:
  - i. Coordinates BI/PIV for security personnel and access to the security-related tools used by the VA
  - ii. Ensures all information security evidence is accurate, complete, and is less than one year old,
  - iii. Responds to VA data calls pertaining to information security and privacy,

- iv. Reviews security questionnaires on a periodic basis to ensure it reflects the current status,
- v. Reviews GRC when changes to the system are implemented to determine impact and implement plan to update ATO,
- vi. Coordinates required scans with VA NSOC,
- vii. Supports Security Controls Assessments (SCAs) conducted by the VA, and
- viii. Assists with management of information security incidents related to VA data or systems.

16.3 **Substitution:** 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 & COR. All requests for approval of substitutions in personnel shall be submitted to the CO & 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 & COR needed to approve or disapprove the proposed substitution. The CO & COR will evaluate such requests and promptly notify the Contractor of approval or disapproval thereof in writing.

## 17 **EXAMINER CREDENTIALING**

The Contractor shall ensure all examiners have all licenses, permits, accreditation, and certificates required by the State Medical Board in the state where examinations are performed, with the exception of physicians operating under the License Portability Act (Public Law 114-315 – HR6416 Section 109). Documentation of such licensure shall be provided electronically and securely to the COR 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 school conduct the examinations. All licenses held by 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 by law. 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 school conduct the examinations. A physician may conduct an examination pursuant to this PWS at any location in any State, the District of Columbia, or a Commonwealth, territory, or possession of the United States, so long as the examination is within the scope of this PWS.

- 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.

17.2 **Licensed Facilities:** The Contractor shall provide examiners who are licensed in the state where the examinations will occur to provide examinations or in accordance with Public Law 114-315 – HR6416 Section 109 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;
- j. Endocrine;
- k. Traumatic brain injury (TBI);
- l. Neurologic;
- m. Mental disorders; and
- n. Dental and oral examinations.

17.3 **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 the State, Territory, Commonwealth of the United States (e.g., Puerto Rico), or the District of Columbia where the examination takes place.

17.4 **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. Audiologists must provide a comprehensive battery of tests with measures of test/retest reliability. The Contractor shall ensure the Maryland CNC test is used for speech discrimination. Audiologists who perform C&P examinations 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).

- 17.5 **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:

- 18.1 **DAS:** 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 bilateral system to system tracking of examination scheduling requests and 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 requests, and examination results.
- 18.2 **Veterans Benefits Management System (VBMS):** 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 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.

Contractor may also use an Agile methodology where appropriate to implement their interactions with VBMS and DAS in an incremental fashion when agreed upon by both parties. Partial implementation of VBMS requirements is allowed and desirable to the extent agreed upon, but does not absolve the contractor from completing all specified requirements and milestones as set forth in the agreed upon timeline.

- 18.3 **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 web-based 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**

### **19.1 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: <http://www1.va.gov/vapubs> and its handbooks to ensure appropriate security controls are in place.

### **19.2 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: <http://www1.va.gov/vapubs>, and VHA Directive 0710 and Implementation Handbook 0710.01, which are available at: <http://www1.va.gov/vhapublications/index.cfm>.

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:

- a. Contractor personnel not accessing VA information resources, such as personnel hired to maintain the medical facility grounds, construction contracts, utility system Contractors, etc.;
- b. Contractor personnel with limited and intermittent access to equipment connected to networks on which no VA sensitive information resides;
- c. 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.

### **19.3 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:

1. Sign and acknowledge understanding of and responsibilities for compliance with the *National Rules of Behavior* related to access to VA information and information systems;
2. Successfully complete VA Information Security Awareness training and annual refresher training as required;
3. Successfully complete VA Privacy Awareness training and annual refresher training as required; and
4. 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 [www.tms.va.gov](http://www.tms.va.gov). 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 [vatmshelp@va.gov](mailto:vatmshelp@va.gov) 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.

#### 19.4 **Contractor Responsibilities**

##### 19.4.1 **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 level of background security investigation will be in accordance with VA Directive 0710 dated September 10, 2004 and is available at

[http://www1.va.gov/vapubs/viewPublication.asp?Pub\\_ID=85&Ftype=2](http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=85&Ftype=2).

##### 19.4.2 **Background Investigation**

All contract employees shall have a NACI-level 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:

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

19.4.3 Contract performance **shall not** commence before:

- a. The VSC has confirmed favorable fingerprint results; or
- b. 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
- c. 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.

19.4.4 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.

19.4.5 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).

## 19.5 Government Responsibilities

19.5.1 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.

19.5.2 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.

19.5.3 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.

19.5.4 The COR will notify and forward the Contractor a copy of the Certificate of Investigation when the background investigation has been favorably adjudicated or a Certificate of Eligibility (Form 4236) if the investigation has been reciprocated. The COR will also notify the Contractor of an unfavorable adjudication by the Government.

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

## 19.6 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 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 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.

## 19.7 Reserved

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

19.8.1 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. For vendor systems hosted in a cloud environment, the system shall comply with VA cloud guidance as required by the VA Information Security Officer.

19.8.2 Adequate security controls for collecting, processing, transmitting, and storing of Personally Identifiable Information (PII), as determined by the VA Information Security Officer (ISO) and 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 managed in the VA’s Governance, Risk and Compliance (GRC) tool. Security controls are to be assessed by the vendor, and if these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted as a finding in GRC and approved prior to the collection of PII.

19.8.3 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. 19.8.4 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 (e.g., Moderate Impact) for 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 in GRC 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.

- 19.8.4 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.
- 19.8.5 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 (or a subset) of the A&A documentation (Privacy Impact Assessment (PIA), Privacy Threshold Analysis (PTA), System Security Plan, Risk Assessment, Contingency Plan and Report, Disaster Recovery Plan and Report, Configuration Management Plan, and Incident Response Plan and Report). The Certification Program Office can provide guidance on whether a new A&A would be necessary.
- 19.8.6 The Contractor/Subcontractor must ensure all system security documentation is completed and uploaded to GRC - Ensure the RA and SSP within GRC are adequately completed through the GRC 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 GRC. If controls are not fully implemented, vendors need to work toward closing the respective findings in GRC. Also, ensure that all findings and risks have a current response provided for them within GRC. Ensure security documents (i.e., SA, PTA, ISA/MOU) are uploaded to associated finding as well as the associated security control(s) and Documents tab. The DRP and ISCP needs to be two separate documents, and follow the Office of Business Continuity (OBC) templates. Also, the vendor needs to 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 GRC.
- 19.8.7 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.
- 19.8.8 The Contractor/Subcontractor shall certify to the COR 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.



19.8.9 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.

19.8.10 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.

19.8.11 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:

19.8.11.1 Vendor must accept the system without the drive;

19.8.11.2 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;

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

19.8.11.4 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;

19.8.11.4.1 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

19.8.11.4.2 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.

19.8.11.4.3 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.

## 19.9 Security Controls Compliance, Scans and Assessments

- 19.9.1 Vendors are required to utilize the VA’s tools in support of their A&A activities. Vendors are required to maintain a minimum of 2 security resources (primary and back-up) that have completed their background investigations and have received their PIV for access to the tools. All tools (i.e., GRC, Scan Portals, Associated SharePoint sites, etc.) will be maintained by the Vendors with VA guidance and support.
- 19.9.2 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.
- 19.9.3 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 GRC within the Documents tab. Refer to the Accreditation Requirements SOP located in the OIS Office of Cyber Security Portal for detailed instructions on meeting this requirement.
- 19.9.4 Vulnerability Scans and Penetration Tests– Vulnerability scans and Penetration Tests must be coordinated with VA-NSOC. Initial scans/assessments are requested via the OIS Portal for the Office of Cyber Security. Once the results are received, upload them to the documents tab within GRC and to the appropriate controls. The required schedule for vendors to remediate findings is as follows:

<b>Finding Category</b>	<b>Remediation Requirements</b>
Critical	30 Days
High	60 Days
Moderate	90 Days
Low	At the discretion of the VA System Owner
Informational	At the discretion of the VA System Owner

Findings should be mitigated and/or have a documented mitigation strategy with an expected mitigation date uploaded to GRC.

## **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 24 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**

- 24.1 VA will deliver examination requests through its Centralized Administration Accounting System (CAATS) and from VBMS which are sent to the Contractor through the Data Access Services (DAS). VBMS will replace CAATS and this transition will be coordinated with the Contractor (refer to Section 29).
- 24.2 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.
- 24.3 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.

- 24.4 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.
- 24.5 VA will identify high sensitivity cases (i.e., sensitive-level claimants) for the Contractor on an as-needed 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.
- 24.6 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.
- 24.7 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.
- 24.8 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.
- 24.9 The CO or COR will provide Contractor with written notification of any changes to the VBMS to DAS to EMS interface (e.g., IEPDs). VA and the Contractor shall mutually determine the timeline key milestones for the implementation of the changes. No changes shall proceed unless the Contractor has agreed the changes can be made at no cost to the Government, or until pricing has been agreed upon by written modification signed by the CO.

## **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:

- 26.1 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.
- 26.2 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.

26.3 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 FILE TRANSFER**

27.1 The interface to Virtual VA will not be required and will cease once the integration of VBM, DAS, and EMS is implemented.

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

28.1 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.

28.2 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: <http://www.section508.gov> and <http://www.access-board.gov/sec508/standards.htm>. 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.

28.3 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.

28.4 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:

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

- 28.6 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.
- 28.7 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.

## **29.0 DATA ACCESS SYSTEM (DAS) FILE TRANSFER**

- 29.1 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 bi-directional 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. VBMS Integration will be implemented through a mutually agreed upon schedule between the Contractor and VA

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:

- a. DAS LENS Outbound ICD, (Attachment E);
- b. DAS eCRUD Service Interface Control Document, (Attachment F);
- c. VBMS PDF Specification Document, (Attachment G);
- d. VBMS Exam Management Integration Architecture (Attachment W); and
- e. Exam Management Information Exchange Package Documentation (IEPD) (Attachment X).
- f. The most current versions of attachments will be in the vendor's assigned VA SharePoint sites.

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 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 mapping support, the Contractor shall coordinate completion of the connectivity to DAS, exchange security certificates required for the silver, gold, and production environments, DBQ 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 data. Within approximately three business days of receipt of the sample file

transfers with DBQ data, 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 schedules referenced above.

### **30.0 APPLICABLE DOCUMENTS**

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

- 30.1 VA Health Care Fact Sheet 16-2 (June 2010), Beneficiary Travel Benefits;
- 30.2 Privacy Act, 5 United States Code (U.S.C.) §552a;
- 30.3 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](http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=373&FType=2);
- 30.4 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](http://www.va.gov/vapubs/viewPublication.asp?Pub_ID=56);
- 30.5 Veterans Health Administration (VHA) Directive 0710 (and the Implementation Handbook 0710.01), which  
are available at: [http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1568](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=1568) and  
[http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1569](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=1569);
- 30.6 Federal Information Security Management Act (FISMA), Appendix III of Office of Management and Budget (OMB) Circular A-130;
- 30.7 Rights in Data - General, Federal Acquisition Regulation (FAR) 52.227-14(d)(1);
- 30.8 VA Directive 6300, Records and Information Management (VA Handbook 6300.1 Records Management Procedure, and all applicable VA Records Control Schedules);
- 30.9 VA Information and Information System Security/Privacy Requirements for Information Technology (IT) Contracts (available at: [http://www.ois.oit.va.gov/docs/Appendix\\_C.pdf](http://www.ois.oit.va.gov/docs/Appendix_C.pdf))
- 30.10 VA Directive 0730, Section 6 (Physical Security);
- 30.11 VA Memorandum: IT Oversight & Compliance Information Physical Security Assessments, October 24, 2007;
- 30.12 VA Directive 0710, September 10, 2004, which is available at:  
[http://www.va.gov/vapubs/viewPublication.asp?Pub\\_ID=86&FType](http://www.va.gov/vapubs/viewPublication.asp?Pub_ID=86&FType;);
- 30.13 Rights in Data and Copyrights, FAR 27.401 Definitions;
- 30.14 Indefinite-quantities contracts, FAR 16.504(a)(4)(ii);
- 30.15 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;
- 30.16 An Introductory Resource Guide for Implementing the HIPAA Security Rule, March 2005;

- 30.17 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;
- 30.18 Title IV - Health Information Technology for Economic and Clinical Health (HITECH) Act, January 16, 2009;
- 30.19 Contracts for Data Processing or Maintenance (38 U.S.C. § 5725), February 1, 2010; and
- 30.20 Occupational Safety and Health Administration (OSHA) Standards 29 CFR Appendix D 1910.95, Occupational Noise Exposure, January 3, 1984;
- 30.21 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 <http://vaww.demo.va.gov/files/signedSHAMoUbyWrightRiojas12-3-13.pdf>.
- 30.22 Copies of all DBQs can be found at the following website:  
<http://vbacodmoint1.vba.va.gov/bl/21/dbq/default.asp>