

B.2 PERFORMANCE WORK STATEMENT FOR ON CALL NEUROLOGY STROKE SERVICES

1. **GENERAL:**

- 1.1. Services Provided: The contractor will provide twenty-four hours a day /seven days per week, Neurology stroke consultation services via telephone and acceptance/transfer of veterans presenting with acute stroke conditions that cannot be managed at the Robley Rex Veterans Affairs Medical Center (VAMC), Louisville, KY. Response to initial call is required within 30 minutes. In these cases, the contractor shall transfer the veteran to a local hospital of the contractor's choice. This hospital must be within a 20 mile radius of the Robley Rex VAMC, must be able to properly manage acute stroke patients, and the contractor must have admitting privileges at the local hospital. Charges for hospital care will be reimbursed by the Purchased Care Section, Business Office, Robley Rex VAMC, Louisville, KY.
- 1.2. Place of Performance – The contractor physician must have admitting privileges at a local hospital located within a 20 mile radius of the Robley Rex VAMC, and must be able to properly manage acute stroke patients.
- 1.3. Authority: Title 38 USC 8153, Health Care Resources (HCR) sharing Authority.
- 1.4. Policy/Handbooks:
 - 1.4.1. - [VA Directive 1663: Health Care Resources Contracting - Buying](http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=347)
http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=347
 - VHA Directive 2006-041 "Veterans' Health Care Service Standards" (expired but still in effect pending revision)
https://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1443
 - 1.4.2. - VHA Handbook 1100.17: National Practitioner Data Bank Reports -
http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2135
 - 1.4.3. - VHA Handbook 1100.18 Reporting And Responding To State Licensing Boards -
http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1364
 - 1.4.4. - VHA Handbook 1100.19 Credentialing and Privileging -
http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2910
 - 1.4.5. VHA Handbook 1907.01 Health Information Management and Health Records:
http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2791
 - 1.4.6. - Privacy Act of 1974 (5 U.S.C. 552a) as amended
http://www.justice.gov/oip/foia_updates/Vol_XVII_4/page2.htm
- 1.5. Definitions/Acronyms- Terms used in this contract shall be interpreted as follows unless the context expressly requires a different construction and/or interpretation. In case of a conflict in language between the Definitions and other sections of this contract, the language in this section shall govern.
 - 1.5.1. ASH: American Society of Neurology
 - 1.5.2. ACGME: Accreditation Council for Graduate Medical Education
 - 1.5.3. ACLS: Advanced Cardiac Life Support
 - 1.5.4. AOD: Admitting Officer of the Day
 - 1.5.5. BLS: Basic Life Support
 - 1.5.6. CCNE: Commission on Collegiate Nursing Education: www.aacn.nche.edu/accreditation
 - 1.5.7. CDC: Centers for Disease Control and Prevention
 - 1.5.8. CDR: Contract Discrepancy Report
 - 1.5.9. CEU: Certified Education Unit
 - 1.5.10. CME: Continuing Medical Education

- 1.5.11. CMS: Centers for Medicare and Medicaid Services
- 1.5.12. Contracting Officer (CO) – The person executing this contract on behalf of the Government with the authority to enter into and administer contracts and make related determinations and findings.
- 1.5.13. Contracting Officer's Representative (COR) – A person appointed by the CO to take necessary action to ensure the Contractor performs in accordance with and adheres to the specifications contained in the contract and to protect the interest of the Government. The COR shall report to the CO promptly any indication of non-compliance in order that appropriate action can be taken.
- 1.5.14. COS: Chief of Staff
- 1.5.15. CPARS: Contractor Performance Assessment Reporting System
- 1.5.16. CPRS: Computerized Patient Recordkeeping System- electronic health record system used by the VA.
- 1.5.17. Credentialing: Credentialing is the systematic process of screening and evaluating qualification and other credentials, including licensure, required education, relevant training and experience and current competence and health status.
- 1.5.18. DEA: Drug Enforcement Agency
- 1.5.19. ED: Emergency Department
- 1.5.20. FSMB: Federation of State Medical Boards
- 1.5.21. Full Time Equivalent (FTE): VA's definition for full time- working the equivalent of 80 hours every two weeks, 2080 hours per year. In calculating FTE, any hours not worked on national holidays shall not be included.
- 1.5.22. HHS: Department of Health and Human Services
- 1.5.23. HIPAA: Health Insurance Portability and Accountability Act
- 1.5.24. HR: Human Resources
- 1.5.25. ISO: Information Security Officer
- 1.5.26. Medical Emergency - a sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity that the absence of immediate medical attention could reasonably result in: Permanently placing a patient's health in jeopardy, causing other serious medical consequences, causing impairments to body functions, or causing serious or permanent dysfunction of any body-organ or part.
- 1.5.27. MOD: Medical Officer of the Day
- 1.5.28. National Provider Identifier (NPI): NPI is a standard, unique 10-digit numeric identifier required by HIPAA. The Veterans Health Administration must use NPIs in all HIPAA-standard electronic transactions for individual (health care practitioners) and organizational entities (medical centers).
- 1.5.29. NLNAC: National League for Nursing Accrediting Commission. www.nlnac.org
- 1.5.30. Non-Contract Provider - any person, organization, agency, or entity that is not directly or indirectly employed by the Contractor or any of its subcontractors
- 1.5.31. NP: Nurse Practitioner
- 1.5.32. NPES: National Plan and Provider Enumeration System
- 1.5.33. PA: Physician Assistant
- 1.5.34. PALS: Pediatric Advanced Life Support
- 1.5.35. POP: Period of Performance
- 1.5.36. PPD: Purified Protein Derivative
- 1.5.37. PWS: Performance Work Statement
- 1.5.38. Privileging (Clinical Privileging): Privileging is the process by which a practitioner, licensed for independent practice; e.g., without supervision, direction, required sponsor, preceptor, mandatory collaboration, etc.; is permitted by law and the facility to practice independently, to provide specific medical or other patient care services within the scope of the individual's license, based upon the individual's

clinical competence as determined by peer references, professional experience, health status, education, training and licensure. Clinical privileges must be facility-specific and provider-specific.

1.5.39. QA/QI: Quality Assurance/Quality Improvement

1.5.40. QM/PI: Quality Management/Performance Improvement

1.5.41. QASP: Quality Assurance Surveillance Plan

1.5.42. Veterans Health Administration (VHA): The central office for administration of the VA medical centers throughout the United States. The VHA is located in Washington, D.C.

1.5.43. Veterans Integrated Services Network (VISN): The regional oversight for the VA medical centers.

1.5.44. VISTA (Veterans Integrated Systems Technology Architecture): A PC based system that will capture and store clinical imagery, scanned documents and other non-textual data files and integrates them into patient's medical record and with the hospital information system.

1.5.45. VetPro: a federal web-based credentialing program for healthcare providers.

1.5.46. Veterans Affairs Medical Center (VAMC): Unless identified with the name of a different VA medical Center, for purposes of this contract, this term shall mean the Robley Rex (Louisville, KY) VA Medical Center.

2. QUALIFICATIONS:

2.1. Staff/Facility

2.1.1. License – The Contractor's physician(s) assigned by the Contractor to perform the services covered by this contract shall have a current license to practice medicine in any State, Territory, or Commonwealth of the United States or the District of Columbia) when services are performed onsite on VA property.

All licenses held by the personnel working on this contract shall be full and unrestricted licenses. Contractor's physician(s) who have current, full and unrestricted licenses in one or more states, but who have, or ever had, a license restricted, suspended, revoked, voluntarily revoked, voluntarily surrendered pending action or denied upon application will not be considered for the purposes of this contract.

2.1.2. Board Certification - All contract Neurology provider(s) shall be Board Certified /Board Eligible by the American Board of Internal Medicine (ABIM) in Neurology and be currently certified in Basic Life Support (BLS) and Advanced Cardiac Life Support (ACLS) or equivalency. All continuing education courses required for maintaining certification must be kept up to date at all times. Documentation verifying current certification shall be provided by the Contractor to the VA COR on an annual basis for each year of contract performance.

2.1.3. Technical Proficiency - Contractor's physician(s) shall be technically proficient in the skills necessary to fulfill the government's requirements, including the ability to speak, understand, read and write English fluently. Contractor shall provide documents upon request of the CO/COR to verify current and ongoing competency, skills, certification and/or licensure related to the provision of care, treatment and/or services performed. Contractor's physicians shall have knowledge of professional care theories, principles, practices, and procedures to perform assignments of Neurological patient/critically ill patient population. Contractor's physician shall demonstrate knowledge of growth and development, and pathophysiology of disease processes specific to the critical care/Neurology population. Contractor shall provide verifiable evidence of all educational and training experiences including any gaps in educational history for all contract provider(s) and Contractor's physician(s) shall be responsible for abiding by the Facility's Medical Staff By-Laws, rules, and regulations (referenced herein) that govern medical staff behavior.

2.1.4. Continuing Medical Education (CME)/ Certified Education Unit (CEU) Requirements: Contractor shall provide the COR copies of current CMEs as required or requested by the VAMC. Contractor's physician(s) registered or certified by national/medical associations shall continue to meet the minimum standards for CME to remain current. Contractor shall report CME hours to the credentials office for tracking. These documents are required for both privileging and re-privileging. Failure to provide shall result in loss of privileges for contract physician(s) .

- 2.1.5. Training (ACLS, BLS, CPRS and VA MANDATORY): N/A. Standard Personnel Testing (PPD, etc.): Contractor shall provide proof of the following tests for physicians within five (5) calendar days after contract award and prior to the first duty shift to the COR and Contracting Officer. Tests shall be current within the past year.
- 2.1.5.1. TUBERCULOSIS TESTING: Contractor shall provide proof of a negative reaction to PPD testing for all contract physician(s), if provider must be credentialed and privileged at the Robley Rex VAMC. A negative chest radiographic report for active tuberculosis shall be provided in cases of positive PPD results. The PPD test shall be repeated annually.
- 2.1.5.2. RUBELLA TESTING: Contractor shall provide proof of immunization for all Contractor's physician(s) for measles, mumps, rubella or a rubella titer of 1.8 or greater; if provider has to be credentialed and privileged at the Robley Rex VAMC. If the titer is less than 1.8, a rubella immunization shall be administered with follow-up documentation to the COR.
- 2.1.5.3. OSHA REGULATION CONCERNING OCCUPATIONAL EXPOSURE TO BLOODBORNE PATHOGENS: Contractor shall provide generic self-study training for all contract physician(s); provide their own Hepatitis B vaccination series at no cost to the VA if they elect to receive it; maintain an exposure determination and control plan; maintain required records; and ensure that proper follow-up evaluation is provided following an exposure incident. The VAMC shall notify the Contractor of any significant communicable disease exposures as appropriate. Contractor shall adhere to current CDC/HICPAC Guideline for Infection Control in health care personnel (as published in American Journal for Infection Control- AJIC 1998; 26:289-354 <http://www.cdc.gov/hicpac/pdf/InfectControl98.pdf>) for disease control. Contractor shall provide follow up documentation of clearance to return to the workplace prior to their return.
- 2.1.6. National Provider Identifier (NPI): NPI is a standard, unique 10-digit numeric identifier required by HIPAA. The Veterans Health Administration must use NPIs in all HIPAA-standard electronic transactions for individual (health care practitioners) and organizational entities (medical centers). The Contractor shall have or obtain appropriate NPI and if pertinent the Taxonomy Code confirmation notice issued by the Centers for Medicare and Medicaid Services (CMS) National Plan and Provider Enumeration System (NPES) be provided to the Contracting Officer with the proposal.
- 2.1.7. Conflict of Interest: The Contractor and all Contractor's physician(s) are responsible for identifying and communicating to the CO and COR conflicts of interest at the time of proposal and during the entirety of contract performance. At the time of proposal, the Contractor shall provide a statement which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided. The Contractor shall also provide statements containing the same information for any identified consultants or subcontractors who shall provide services. The Contractor must also provide relevant facts that show how its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest. These statements shall be in response to the VAAR provision 852.209-70 Organizational Conflicts of Interest (Jan 2008) and fully outlined in response to the subject attachment in Section D of the solicitation document.
- 2.1.8. Citizenship related Requirements:
- 2.1.8.1. The Contractor certifies that the Contractor shall comply with any and all legal provisions contained in the Immigration and Nationality Act of 1952, As Amended; its related laws and regulations that are enforced by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor as these may relate to non-immigrant foreign nationals working under contract or subcontract for the Contractor while providing services to Department of Veterans Affairs patient referrals;
- 2.1.8.2. While performing services for the Department of Veterans Affairs, the Contractor shall not knowingly employ, contract or subcontract with an illegal alien; foreign national non-immigrant who is in violation their status, as a result of their failure to maintain or comply with the terms and conditions of their admission into the United States. Additionally, the Contractor is required to comply with all "E-Verify" requirements consistent with "Executive Order 12989" and any related pertinent Amendments, as well as applicable Federal Acquisition Regulations.
- 2.1.8.3. If the Contractor fails to comply with any requirements outlined in the preceding paragraphs or its Agency regulations, the Department of Veterans Affairs may, at its discretion, require that the foreign

national who failed to maintain their legal status in the United States or otherwise failed to comply with the requirements of the laws administered by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor, shall be prohibited from working at the Contractor's place of business that services Department of Veterans Affairs patient referrals; or other place where the Contractor provides services to veterans who have been referred by the Department of Veterans Affairs; and shall form the basis for termination of this contract for breach.

- 2.1.8.4. This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. 1001.
- 2.1.8.5. The Contractor agrees to obtain a similar certification from its subcontractors. The certification shall be made as part of the offerors response to the RFP using the subject attachment in Section D of the solicitation document.
- 2.1.9. Annual Office of Inspector General (OIG) Statement: In accordance with HIPAA and the Balanced Budget Act (BBA) of 1977, the Department of Health and Human Services (HHS) Office of Inspector General (OIG) has established a list of parties and entities excluded from Federal health care programs. Specifically, the listed parties and entities may not receive Federal Health Care program payments due to fraud and/or abuse of the Medicare and Medicaid programs.
 - 2.1.9.1. Therefore, Contractor shall review the HHS OIG List of Excluded Individuals/Entities on the HHS OIG web site at <http://oig.hhs.gov/exclusions/index.asp> to ensure that the proposed Contractor's physician(s) are not listed. Contractor should note that any excluded individual or entity that submits a claim for reimbursement to a Federal health care program, or causes such a claim to be submitted, may be subject to a Civil Monetary Penalty (CMP) for each item or service furnished during a period that the person was excluded and may also be subject to treble damages for the amount claimed for each item or service. CMP's may also be imposed against the Contractor that employ or enter into contracts with excluded individuals to provide items or services to Federal program beneficiaries.
 - 2.1.9.2. By submitting their proposal, the Contractor certifies that the HHS OIG List of Excluded Individuals/Entities has been reviewed and that the Contractors are and/or firm is not listed as of the date the offer/bid was signed.
- 2.2. Clinical/Professional Performance: The qualifications of Contractor personnel are subject to review by VA Medical Center COS or his/her clinical designee and approval by the Medical Center Director as provided in VHA Handbook 1100.19. Clinical/Professional performance monitoring and review of all clinical personnel covered by this contract for quality purposes will be provided by the VAMC COS and/or the Chief of the Service or his designee. A clinical COR may be appointed, however, only the CO is authorized to consider any contract modification request and/or make changes to the contract during the administration of the resultant contract.
- 2.3. Non-Personal Healthcare Services: The parties agree that the Contractor and all Contractor's physician(s) shall not be considered VA employees for any purpose.
- 2.4. Indemnification: The Contractor shall be liable for, and shall indemnify and hold harmless the Government against, all actions or claims for loss of or damage to property or the injury or death of persons, arising out of or resulting from the fault, negligence, or act or omission of the Contractor, its agents, or employees.
- 2.5. Prohibition against Self-Referral: Contractor's physicians are prohibited from referring VA patients to contractor's or their own practice(s).
- 2.6. Inherent Government Functions: Contractor and Contractor's physician(s) shall not perform inherently governmental functions. This includes, but is not limited to, determination of agency policy, determination of Federal program priorities for budget requests, direction and control of government employees (outside a clinical context), selection or non-selection of individuals for Federal Government employment including the interviewing of individuals for employment, approval of position descriptions and performance standards for Federal employees, approving any contractual documents, approval of Federal licensing actions and inspections, and/or determination of budget policy, guidance, and strategy.
- 2.7. No Employee status: The Contractor shall be responsible for protecting Contractor's physician(s) furnishing services. To carry out this responsibility, the Contractor shall provide or certify that the following is provided for all their staff providing services under the resultant contract:
 - 2.7.1. Workers' compensation
 - 2.7.2. Professional liability insurance
 - 2.7.3. Health examinations

2.7.4. Income tax withholding, and

2.7.5. Social security payments.

2.8. Tort Liability: The Federal Tort Claims Act does not cover Contractor or contract provider(s). When a Contractor or contract provider(s) has been identified as a provider in a tort claim, the Contractor shall be responsible for notifying their legal counsel and/or insurance carrier. Any settlement or judgment arising from a Contractor's (or contract physician(s)) action or non-action shall be the responsibility of the Contractor and/or insurance carrier.

2.9. Key Personnel:

2.9.1. The Contractor will designate one person who can be contacted for any problems or issues that arise in the performance of this contract to the Robley Rex VAMC with a phone number. The Robley Rex VAMC will also designate a contact person.

2.9.2. The contractor must identify key personnel proposed to provide the required services and their qualifications upon award of contract and on an annual basis thereafter. The contractor cannot change key personnel without VAMC approval.

2.9.3. Contingency Plan: Because continuity of care is an essential part of VAMC's medical services, The Contractor shall have a contingency plan in place to be utilized if the Contractor's physician(s) leaves Contractor's employment or is unable to continue performance in accordance with the terms and conditions of the resulting contract.

3. VA HOURS OF OPERATION/SCHEDULING:

3.1. VA Business Hours:

3.1.1. Stroke Coverage: Contractor must make the Contractor's physician(s) available on-call during all hours, including evenings, weekends and holidays. Holidays are defined as the period from 8:00 am to 4:30 pm on the Holiday. Weekends are defined as being from 8:00 am on Saturday until 8:00 am on the following Monday. Evenings are defined as being Monday through Friday from 4:30 pm until 8:00 am the next morning.

3.1.1.1. On-call Contractor's physician(s) must be available at all times for phone consultations with VA physicians.

3.1.1.2. Patients must be seen within 30 minutes of the page when medically indicated.

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

- New Year's Day
- President's Day
- Martin Luther King's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving
- Christmas
- Any day specifically declared by the President of the United States to be a national holiday.

3.3. Cancellations:

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

4. CONTRACTOR RESPONSIBILITIES

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

4.2. Standards of Care: The contract physician(s)' care shall cover the range of Neurology stroke services as would be provided in a state-of-the-art civilian medical treatment facility and the standard of care shall be of a quality, meeting or exceeding currently recognized TJC, VA and national standards as established by:

4.2.1. American Society of Neurology

4.2.2. VA Standards: VHA Directive 2006-041 "Veterans' Health Care Service Standards" (expired but still in effect pending revision) https://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1443

4.2.3. The professional standards of the Joint Commission (TJC)
http://www.jointcommission.org/standards_information/standards.asp
X

4.2.4. The standards of the American Hospital Association (AHA) <http://www.hpoe.org/resources?show=100&type=8> and;

4.2.5. The requirements contained in this PWS

4.3. **MEDICAL RECORDS**

4.3.1. Authorities: Contractor's physician(s) providing healthcare services to VA patients shall be considered as part of the Department Healthcare Activity and shall comply with the U.S.C.551a (Privacy Act), 38 U.S.C. 5701 (Confidentiality of claimants records), 5 U.S.C. 552 (FOIA), 38 U.S.C. 5705 (Confidentiality of Medical Quality Assurance Records) 38 U.S.C. 7332 (Confidentiality of certain medical records), Title 5 U.S.C. § 522a (Records Maintained on Individuals) as well as 45 C.F.R. Parts 160, 162, and 164 (HIPAA).

4.3.2. HIPAA: This contract and its requirements meet exception in 45 CFR 164.502(e), and do not require a BAA in order for Covered Entity to disclose Protected Health Information to: a health care provider for treatment. Based on this exception, a BAA is not required for this contract. Treatment and administrative patient records generated by this contract or provided to the Contractors by the VA are covered by the VA system of records entitled 'Patient Medical Records-VA' (24VA19). Contractor generated VA Patient records are the property of the VA and shall not be accessed, released, transferred, or destroyed except in accordance with applicable laws and regulations. Contractor shall ensure that all records pertaining to medical care and services are available for immediate transmission when requested by the VA. Records identified for review, audit, or evaluation by VA representatives and authorized federal and state officials, shall be accessed on-site during normal business hours or mailed by the Contractor at his expense. Contractor shall deliver all final patient records, correspondence, and notes to the VA within twenty-one (21) calendar days after the contract expiration date.

4.3.3. Disclosure: Contract provider(s) may have access to patient medical records: however, Contractor shall obtain permission from the VA before disclosing any patient information. Subject to applicable federal confidentiality or privacy laws, the Contractor, or their designated representatives, and designated representatives of federal regulatory agencies having jurisdiction over Contractor, may have access to VA's records, at VA's place of business on request during normal business hours, to inspect and review and make copies of such records. The VA will provide the Contractor with a copy of VHA Handbook 1907.1, Health Information management and Health Records and VHA Handbook 1605.1, Privacy and Release of Information. The penalties and liabilities for the unauthorized disclosure of VA patient information mandated by the statutes and regulations mentioned above, apply to the Contractor.

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

4.3.5. Release of Information: The VA shall maintain control of releasing any patient medical information and will follow policies and standards as defined, but not limited to Privacy Act requirements. In the case of the VA authorizing the Contractor to release patient information, the Contractor in compliance with VA regulations, and at his/her own expense, shall use VA Form 3288, Request for and Consent to Release of Information from Individual's Records, to process "Release of Information Requests." In addition, the Contractor shall be responsible for locating and forwarding records not kept at their facility. The VA's Release of

Information Section shall provide the Contractor with assistance in completing forms. Additionally, the Contractor shall use VA Form 10-5345, Request for and Authorization to Release Medical Records or Health Information, when releasing records protected by 38 U.S.C. 7332. Treatment and release records shall include the patient's consent form. Completed Release of Information requests will be forwarded to the VA Privacy Officer at the following address: Stephanie.Coomer@va.gov.

4.4. Direct Patient Care estimated 99% of the time involved in direct patient care.

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

4.4.1.1. Board Certified /Board Eligible Neurology Physicians.

4.4.1.2. The Contractor will provide on-call consultative coverage during the day, evenings, weekends, and Federal holidays for stroke services.

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

4.4.2.1. Clinic and Surgical Care: Contractor's physician(s) shall provide clinical Neurology stroke consultative services.

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

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

4.4.3. **ADMINISTRATIVE:** estimated 1% of time not involved in direct patient care.

4.4.3.1. Patient Safety Compliance and Reporting: Contractor's physician(s) shall follow all established patient safety and infection control standards of care. Contractor's physician(s) shall make every effort to prevent medication errors, falls, and patient injury caused by acts of commission or omission in the delivery of care. All events related to patient injury, medication errors, and other breeches of patient safety shall be reported to the COR VA Safety Policy. As soon as practicable (but within 24 hours) Contractors shall notify COR of incident and submit to the COR the Patient Safety Report, following up with COR as required or requested.

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

4.5.1. Quality Management/Quality Assurance Surveillance: Contractor performance will be monitored by the government using the standards as outlined in this Performance Work Statement (PWS) and methods of surveillance detailed in the Quality Assurance Surveillance Plan (QASP). The QASP shall be attached to the resultant contract and shall define the methods and frequency of surveillance conducted.

4.5.2. Patient Complaints: The CO will resolve complaints concerning Contractor relations with the Government employees or patients. The CO is final authority on validating complaints. In the event that The Contractor is involved and named in a validated patient complaint, the Government reserves the right to refuse acceptance of the services of such personnel. This does not preclude refusal in the event of incidents involving physical or verbal abuse.

4.5.3. The Government reserves the right to refuse acceptance of any Contractor personnel at any time after performance begins, if personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal complaints by patient or other staff members to designated Government representatives. Standards for conduct shall mirror those prescribed by current federal personnel regulations. The CO and COR shall deal with issues raised concerning Contractor's conduct. The final arbiter on questions of acceptability is the CO.

4.5.4. Performance Standards:

4.5.4.1. Measure: Response Timeliness

Performance Requirement: Contractor shall be available 24/7 via telephone for stroke consultation

services. Response is expected within 30 minutes of a call.
Standard: 100%
Acceptable Quality Level: 90%
Surveillance Method: COR will investigate reported complaints, as received.
Frequency: Quarterly

4.5.4.2. Measure: Quality Assurance

Performance Requirement: Contractor will provide quality assurance reports that reflect mortality and morbidity statistics for all patients, quarterly, and submit to the Robley Rex VAMC COR.
Standard: No later than by the end of the 1st of the month, of each quarter, reports reflecting the prior quarter's data will be submitted to the COR via email.
Acceptable Quality Level: 75%
Surveillance Method: COR will audit receipt of reports quarterly.
Frequency: Quarterly

4.5.4.3. Measure: Clinical Information Return

Performance Requirement: Contractor will provide the Robley Rex VAMC Neurology Nurse Practitioner or designee summaries by the end of the 2nd day following discharge as a supplement to the information provided verbally. In lieu of hard copies of the reports, the contractor may provide the Nurse Practitioner and designee access to their electronic health records to obtain copies of required clinical information. Electronic versions must also be available by the end of the 2nd day following discharge. For device implants, all FDA tracking information must be included in the operation report
Standard: Required records will be received or available electronically by the end of the 2nd day following d/c.
Acceptable Quality Level: 100%
Surveillance Method: Delayed receipt of required records will be documented and tracked on the Master CV Contract transfer list. The Clinical COR or designee will compile data on a quarterly basis
Frequency: Quarterly

4.5.5. Registration with Contractor Performance Assessment Reporting System

- 4.5.5.1. As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates Contractor past performance on all contracts that exceed \$150,000, and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the Contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, CPARS, which is maintained by the Naval Seal Logistics Center in Portsmouth, New Hampshire. CPARS has connectivity with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies. PPIRS is the system used to collect and retrieve performance assessment reports used in source selection determinations and completed CPARS report cards transferred to PPIRS. CPARS also includes access to the federal awardee performance and integrity information system (FAPIIS). FAPIIS is a web-enabled application accessed via CPARS for Contractor responsibility determination information.
- 4.5.5.2. Each Contractor whose contract award is estimated to exceed \$150,000 requires a CPARS evaluation. A government Focal Point will register your contract within thirty days after contract award and, at that time, you will receive an email message with a User ID (to be used when reviewing evaluations). Additional information regarding the evaluation process can be found at www.cpars.gov or if you have any questions, you may contact the Customer Support Desk @ DSN: 684-1690 or COMM: 207-438-1690.
- 4.5.5.3. For contracts with a period of one year or less, the contracting officer will perform a single evaluation when the contract is complete. For contracts exceeding one year, the contracting officer will evaluate the Contractor's performance annually. Interim reports will be filed each year until the last year of the contract, when the final report will be completed. The report shall be assigned in CPARS to the Contractor's designated representative for comment. The Contractor representative will have sixty (60) days to submit any comments and re-assign the report to the CO.
- 4.5.5.4. Failure for the Contractor's representative to respond to the evaluation within those sixty (60) days, will result in the Government's evaluation being placed on file in the database with a statement that

the Contractor failed to respond; the Contractor's representative will be "locked out" of the evaluation and may no longer send comments.

5. GOVERNMENT RESPONSIBILITIES

- 5.1. Contract Administration/Performance Monitoring: After award of contract, all inquiries and correspondence relative to the administration of the contract shall be addressed to: (enter contract administration if not already listed in another area- list the title (not name) and contact information for COR, Clinical point of contact, and any other relevant personnel involved).

5.1.1. CORESPONSIBILITIES:

CO - Name/Address/Phone/email

- 5.1.1.1. The Contracting Officer is the only person authorized to approve changes or modify any of the requirements of this contract. The Contractor shall communicate with the Contracting Officer or the Contracting Officer's Representative (COR) on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue any modification to include (but not limited to) terms affecting price, quantity or quality of performance of this contract.
- 5.1.1.2. The Contracting Officer shall resolve complaints concerning Contractor relations with the Government employees or patients. The Contracting Officer is final authority on validating complaints. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer without authority, no adjustment shall be made in the contract price to cover an increase in costs incurred as a result thereof.
- 5.1.1.3. In the event that contracted services do not meet quality and/or safety expectations, the best remedy will be implemented, to include but not limited to a targeted and time limited performance improvement plan; increased monitoring of the contracted services; consultation or training for Contractor personnel to be provided by the VA; replacement of the contract personnel and/or renegotiation of the contract terms or termination of the contract.

5.1.2. COR Responsibilities:

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

- 5.1.2.1. The COR shall be the VA official responsible for verifying contract compliance. After contract award, any incidents of Contractor noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.
- 5.1.2.2. The COR will be responsible for monitoring the Contractor's performance to ensure all specifications and requirements are fulfilled. Quality Improvement data that will be collected for ongoing monitoring includes but is not limited to: enter data that may be collected.
- 5.1.2.3. The COR will review and certify monthly invoices for payment. If in the event the Contractor fails to provide the services in this contract, payments will be adjusted to compensate the Government for the difference.
- 5.1.2.4. All contract administration functions will be retained by the VA.

6. SPECIAL CONTRACT REQUIREMENTS

6.1. Billing:

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

- 6.1.1.1. Name and Address of Contractor
- 6.1.1.2. Invoice Date and Invoice Number
- 6.1.1.3. Contract Number and Purchase/Task Order Number
- 6.1.1.4. Date of Service
- 6.1.1.5. Total price

6.1.2. Vendor Electronic Invoice Submission Methods

Invoices will be electronically submitted to the Tungsten website at <http://www.tungstennetwork.com/uk/en/>

Tungsten direct vendor support number is 877-489-6135 for VA contracts. The VA-FSC pays all associated transaction fees for VA orders. During Implementation (technical set-up) Tungsten will confirm your Tax Payer ID Number with the VA-FSC. This process can take up to 5 business days to complete to ensure your invoice is automatically routed to your Certifying Official for approval and payment. In order to successfully submit an invoice to VA-FSC please review "How to Create an Invoice" within the how to guides. All invoices submitted through Tungsten to the VA-FSC should mirror your current submission of Invoice, with the following items required. Clarification of additional requirements should be confirmed with your Certifying Official (your CO or buyer). The VA-FSC requires specific information in compliance with the Prompt Pay Act and Business Requirements. For additional information, please contact:

Tungsten Support

Phone: 1-877-489-6135

Website: <http://www.tungsten-network.com/uk/en/> Department of

Veterans Affairs Financial Service Center

Phone: 1-877-353-9791

Email: vafscched@va.gov

6.2. Payment Adjustments:

6.2.1. Invoices will be paid per month: The contractor will be compensated for each month of on-call services.

6.3. Payments in full/no billing VA beneficiaries: The Contractor shall accept payment for services rendered under this contract as payment in full. VA beneficiaries shall not under any circumstances be charged nor their insurance companies charged for services rendered by the Contractor, even if VA does not pay for those services. This provision shall survive the termination or ending of the contract.

6.3.1. To the extent that the Veteran desires services which are not a VA benefit or covered under the terms of this contract, the Contractor must notify the Veteran that there will be a charge for such service and that the VA will not be responsible for payment.

6.4. The Contractor shall not bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against, any person or entity other than VA for services provided pursuant to this contract. It shall be considered fraudulent for the Contractor to bill other third party insurance sources (including Medicare) for services rendered to Veteran enrollees under this contract.