

### SCHEDULE OF SERVICES

The Contractor shall furnish all personnel to provide services necessary to perform onsite Emergency Department Physician Services to eligible beneficiaries of the Department of Veterans Affairs Medical Center, Wilkes Barre (hereinafter referred to as VAMC).

The VAMC Emergency Services are accredited by The Joint Commission (TJC) and follow the standards & guidelines set forth by American College of Emergency Physicians (ACEP). A contractor providing onsite emergency department physician services shall provide services that meet or exceed the ACEP Guidelines <http://www.ACEP.org/>

**Place of Performance:** Services shall be provided on site, VAMC Wilkes Barre\_1111 East End Blvd, Wilkes Barre, PA 18507

### Pricing Instructions:

The offeror is instructed to edit the number of sub-clins to correspond with the number of key personnel submitted for the contract line item number (CLIN). Affiliate Offerors shall include the "title" of the personnel submitted. Other commercial health care Offerors shall identify by title/position or level of experience the key personnel submitted. Also, renumber SUB-CLINs if adding or removing Key Personnel.

The offeror is instructed to include all other than price and cost information supporting the proposed price as directed in Instructions to Offerors addendum to 52.212-1 and/or Section D- Contract Documents, Exhibits, or attachments, VA Directive 1663 Appendix B

The Contractor shall propose a minimum of 2 key personnel to be credentialed and be available for scheduling to meet the requirements of the contract. The contractor shall be required to provide as a minimum, enough appropriately qualified physicians to be credentialed and privileged that meet or exceed twice the number of FTEE required to fulfill this contracts obligations.

**Period of Performance:** BASE Period: 7/2018 to 1/2019

<u>CLIN No.</u>	<u>SUB-CLIN</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Annual Cost</u>
0001	None	Emergency Department Physician Services 12 hour shift; 8AM-8PM	2190	Hours		
<b>KEY PERSONNEL</b>						
None	0001a	Emergency Department Physician Services NAME: <u>TBD</u> TITLE: _____	12; 8AM-8PM	Hours	\$203.24/hr	\$222,547.80
None	0001b	Emergency Department Physician Services NAME: <u>TBD</u> TITLE: _____	12; 8AM-8PM	Hours	\$203.24/hr	\$222,547.80
TOTAL FOR BASE				Hours	\$ 445,095.60	

OPTION Period 1: 1/2019 to 7/2019

<u>CLIN No.</u>	<u>SUB-CLIN</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Annual Cost</u>
-----------------	-----------------	--------------------	-------------	-------------	------------------	--------------------------

1001	None	Emergency Department Physician Services 12 hour shift; 8AM-8PM	2190	Hours		
KEY PERSONNEL						
None	1001a	Emergency Department Physician Services NAME: _____ TITLE	12; 8AM-8PM	Hours	\$__ /hr	\$__
None	1001b	Emergency Department Physician Services NAME: _____ TITLE	12; 8AM-8PM	Hours	\$__ /hr	\$__
TOTAL FOR Option Year 1				Hours	\$ _____	

OPTION Period 2: \_\_\_\_\_07/2019 to 01/2020

CLIN No.	SUB-CLIN	Description	Qty.	Unit	Unit Cost	Total Annual Cost
2001	None	Emergency Department Physician Services 12 hour shift; 8AM-8PM	2190	Hours		
KEY PERSONNEL						
None	2001a	Emergency Department Physician Services NAME: _____ TITLE	12; 8AM-8PM	Hours	\$__ /hr	\$__
None	2001b	Emergency Department Physician Services NAME: _____ TITLE	12; 8AM-8PM	Hours	\$__ /hr	\$__
TOTAL FOR Option Year 2				Hours	\$ _____	

REPEAT FOR OPTION Period 3-4

Total for base performance period and all option years: \$ \_\_\_\_\_

### **Performance Work Statement for Onsite Emergency Department Physician Services**

#### **1. GENERAL:**

- 1.1. **Services Provided:** The Contractor shall provide Board Certified/Board Eligible Emergency Department Physician Services on site in accordance with the specifications contained herein to beneficiaries of the Department of Veterans Affairs (VA) and the Wilkes Barre VAMC. A contractor providing onsite emergency department physician services that meet or exceed the American College of Emergency Physician Guidelines <http://www.ACEP.org/>
- 1.2. **Place of Performance:** Contractor shall furnish services at the \_Wilkes Barre VAMC, 1111 Eat End Blvd, Wilkes Barre, PA 18711
- 1.3. **Authority:** Title 38 USC 513 General Contracting Authority (FOR FSS TASK ORDERS)

- 1.4. **Policy/Handbooks**: the contractor shall be subject to the following policies, including any subsequent updates during the period of performance:
- 1.4.1. VHA Directive 1101.05(2): Emergency Medicine  
[https://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=3236](https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=3236)
  - 1.4.2. VA Directive 1663: Health Care Resources Contracting - Buying  
[http://www1.va.gov/vapubs/viewPublication.asp?Pub\\_ID=347](http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=347)
  - 1.4.3. VHA Directive 2006-041 "Veterans' Health Care Service Standards" (expired but still in effect pending revision)  
[https://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1443](https://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1443)
  - 1.4.4. VHA Directive 2010-018 "Facility Infrastructure"  
[www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2227](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2227)
  - 1.4.5. VHA Directive 1192 "Seasonal Influenza Prevention Program"  
[https://www.publichealth.va.gov/docs/flu/VHA\\_Directive\\_1192\\_Sep](https://www.publichealth.va.gov/docs/flu/VHA_Directive_1192_Sep)
  - 1.4.6. VHA Handbook 1100.17: National Practitioner Data Bank Reports –  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2135](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2135)
  - 1.4.7. VHA Handbook 1100.18 Reporting And Responding To State Licensing Boards –  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1364](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1364)
  - 1.4.8. VHA Handbook 1100.19 Credentialing and Privileging –  
[http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2910](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2910)
  - 1.4.9. VHA Handbook 1907.01 Health Information Management and Health Records:  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2791](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2791)
  - 1.4.10. VHA Handbook 1400.01 Resident Supervision  
[http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2847](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2847)
  - 1.4.11. Privacy Act of 1974 (5 U.S.C. 552a) as amended  
[http://www.justice.gov/oip/foia\\_updates/Vol\\_XVII\\_4/page2.htm](http://www.justice.gov/oip/foia_updates/Vol_XVII_4/page2.htm)
- 1.5. **Definitions/Acronyms**- Terms used in this contract shall be interpreted as follows unless the context expressly requires a different construction and/or interpretation. In case of a conflict in language between the Definitions and other sections of this contract, the language in this section shall govern.
- 1.5.1. **ABIM**: American Board of Internal Medicine <http://www.abim.org/>
  - 1.5.2. **ACEP**: American College of Emergency Physicians
  - 1.5.3. **ACGME**: Accreditation Council for Graduate Medical Education
  - 1.5.4. **ACLS**: Advanced Cardiac Life Support
  - 1.5.5. **ATLS**: Advanced Trauma Life Support
  - 1.5.6. **AOD**: Admitting Officer of the Day
  - 1.5.7. **BLS**: Basic Life Support
  - 1.5.8. **CCNE**: Commission on Collegiate Nursing Education: [www.aacn.nche.edu/accreditation](http://www.aacn.nche.edu/accreditation)
  - 1.5.9. **CDC**: Centers for Disease Control and Prevention
  - 1.5.10. **CR**: Contract Discrepancy Report

- 1.5.11. CEU: Certified Education Unit
- 1.5.12. CME: Continuing Medical Education
- 1.5.13. CMS: Centers for Medicare and Medicaid Services
- 1.5.14. 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.
- 1.5.15. 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.
- 1.5.16. COS: Chief of Staff
- 1.5.17. CPARS: Contractor Performance Assessment Reporting System
- 1.5.18. CPRS: Computerized Patient Recordkeeping System- electronic health record system used by the VA.
- 1.5.19. 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.
- 1.5.20. DEA: Drug Enforcement Agency
- 1.5.21. ED: Emergency Department
- 1.5.22. FSMB: Federation of State Medical Boards
- 1.5.23. HHS: Department of Health and Human Services
- 1.5.24. HIPAA: Health Insurance Portability and Accountability Act
- 1.5.25. HR: Human Resources
- 1.5.26. ISO: Information Security Officer
- 1.5.27. 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.
- 1.5.28. MOD: Medical Officer of the Day
- 1.5.29. 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).
- 1.5.30. NLNAC: National League for Nursing Accrediting Commission. [www.nlnac.org](http://www.nlnac.org)
- 1.5.31. Non-Contract Provider - any person, organization, agency, or entity that is not directly or indirectly employed by the Contractor or any of its subcontractors
- 1.5.32. NP: Nurse Practitioner
- 1.5.33. NPES: National Plan and Provider Enumeration System
- 1.5.34. PA: Physician Assistant
- 1.5.35. PALS: Pediatric Advanced Life Support
- 1.5.36. POP: Period of Performance

- 1.5.37. PPD: Purified Protein Derivative
- 1.5.38. PWS: Performance Work Statement
- 1.5.39. 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.
- 1.5.40. QA/QI: Quality Assurance/Quality Improvement
- 1.5.41. QM/PI: Quality Management/Performance Improvement
- 1.5.42. QASP: Quality Assurance Surveillance Plan
- 1.5.43. 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.
- 1.5.44. Veterans Integrated Services Network (VISN) : The regional oversight for the VA medical centers.
- 1.5.45. 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.
- 1.5.46. VetPro: a federal web-based credentialing program for healthcare providers.
- 1.5.47. 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 Wilkes Barre 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 contractor's physician (s) shall be Board Certified/Board Eligible in Emergency Medicine, Internal Medicine, or Family Practice, and be currently certified in Basic Life Support (BLS) 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. Credentialing and Privileging –Credentialing and privileging is to be done in accordance with the provisions of VHA Handbook 1100.19 referenced above. The Contractor is responsible to ensure that proposed physician(s) possesses the requisite credentials enabling the granting of privileges. No services shall be provided by any contractor's

physician (s) prior to obtaining approval by the Wilkes Barre VA Medical Center Professional Standards Board, Medical Executive Board and Medical Center Director.

- 2.1.3.1. If a contractor's physician (s) is not credentialed and privileged or has credentials/privileges suspended or revoked, the Contractor shall furnish an acceptable substitute without any additional cost to the government.
- 2.1.4. Technical Proficiency - Contractor's physician (s) shall be technically proficient in the skills necessary to fulfill the government's requirements, including the ability to speak, understand, read and write English fluently. Contractor shall provide documents upon request of the CO/COR to verify current and ongoing competency, skills, certification and/or licensure related to the provision of care, treatment and/or services performed. Contractor shall provide verifiable evidence of all educational and training experiences including any gaps in educational history for all contractor's physician (s) and contractor's physician(s) shall be responsible for abiding by the Facility's Medical Staff By-Laws, rules, and regulations (referenced herein) that govern medical staff behavior.
- 2.1.5. Continuing Medical Education (CME)/ Certified Education Unit (CEU) Requirements: Contractor shall provide the COR copies of current CMEs as required or requested by the VAMC. Contractor's physician(s) registered or certified by national/medical associations shall continue to meet the minimum standards for CME to remain current. Contractor shall report CME hours to the credentials office for tracking. These documents are required for both privileging and re-privileging. Failure to provide shall result in loss of privileges for contract physician(s).
- 2.1.6. Training (ACLS, BLS, CPRS and VA MANDATORY): Contractor shall meet all VA educational requirements and mandatory course requirements defined herein; all training must be completed by the contractor's physician(s) as required by the VA. Other training may become required. VA will communicate any changes to the training requirement to the contractor.

<b><u>Training</u></b> <i>(The following training is mandatory per VHACO for Contracted Physicians)</i>	<b><u>Frequency</u></b> <i>(once a year, etc)</i>	<b><u>Annual Hours</u></b>
Age Specific and Cultural Competencies	<i>Online, prior to employment, then yearly</i>	1 hour
Active Threat Training	Online, prior to employment, then yearly	1 hour
Blood Administration: Complications	Online, prior to employment, then yearly	1 hour
Blood Administration: Administration <i>(all contract employees who administer blood components)</i>	Online, prior to employment, then yearly	1 hour
Government Ethics	Online, prior to employment, then yearly	1 hour
Hospice and Pallative Care for VA Clinicians	Online, prior to employment, then yearly	1 hour
Military Sexual Trauma (MST) for Medical Providers	Online, prior to employment, then yearly	1 hour
Moderate Sedation In-Service Training	Online, prior to employment, then yearly	1 hour
Prevention of Workplace Harassment/No Fear Act	Online, prior to employment, then yearly	1 hour
VHA MRI Safety Training Level 1 Training <i>(all who enter MRI suites)</i>	Online, prior to employment, then yearly	1 hour
VA Core Values Training <i>(ICARE Recommitment)</i>	Online, prior to employment, then yearly	1 hour
VA Privacy and Information Security Awareness and Rules of Behavior	Online, prior to employment, then yearly	1 hour
VHA Privacy and HIPAA Focused Training	Online, prior to employment, then yearly	1 hour
ACLS/BLS	<i>Completed before employment, then upon expiration thereafter.</i>	
Patient Safety	Online, prior to employment, then	1 hour

	yearly	
Patient Rights	Online, prior to employment, then yearly	1 hour
Patient Abuse	Online, prior to employment, then yearly	1 hour
Prevention/Management of Disruptive Behavior/Violence Prevention Level I	Online, prior to employment, then yearly	1 hour
Suicide Prevention: Suicide Risk Management Training for Clinicians	Online, prior to employment, then yearly	1 hour
SUX Infection Control and Bood Borne Pathogens	Online, prior to employment, then yearly	1 hour
CPRS	<i>On-the-job training on first day of employment</i>	8 hours
VISTA Imaging	On-the-job training on first day of employment	8 hours

Contractor shall provide to the COR a copy of the training certificates for each applicable employee within one (1) week of the initiation of the contract and annually thereafter, as required. These online courses listed above are located at the following web site: <https://www.tms.va.gov/plateau/user/login.isp>. Detail instructions on account setup will be provided to the successful offeror upon contract award. Failure to complete this mandatory training listed above within timeframe required shall 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.

- 2.1.7. Standard Personnel Testing (PPD, etc.): Contractor shall provide proof of the following tests for physicians within five (5) calendar days after contract award and prior to the first duty shift to the COR and Contracting Officer. **Tests shall be current within the past year.**
- 2.1.7.1. TUBERCULOSIS TESTING: Contractor shall provide proof of a negative Tuberculosis Skin Test (TST) or interferon-gamma release assays (IGRA) for all Contractor's physician (s) {This is applicable to all health care workers}. A negative chest radiographic report for active tuberculosis shall be provided in cases of positive TST or IGRA results. The TST or IGRA testing shall be repeated annually.
- 2.1.7.2. MEASLES, MUMPS, & RUBELLA TESTING: Contractors shall provide proof of immunity for all Contractor physicians {This is applicable to all health care workers}.
- 2.1.7.3. VARICELLA: Contractors shall provide proof of immunity for all Contractor physicians {This is applicable to all health care workers}.
- 2.1.7.4. ACELLULAR PERTUSSIS: Contractors shall provide proof of 1 dose of Tdap vaccination for all Contractor physicians {This is applicable to all health care workers}.
- 2.1.7.5. INFLUENZA: Contractors shall provide proof that all Contractor physicians have received the annual Influenza vaccine unless it is contraindicated. If the Contractor



physician has a medical contraindication to the vaccine they shall be required to wear a mask during the Influenza season . {This is applicable to all health care workers}.

- 2.1.7.6. OSHA REGULATION CONCERNING OCCUPATIONAL EXPOSURE TO BLOODBORNE PATHOGENS: Contractor shall provide evidence of completing and passing generic self-study blood-borne pathogen training for all Contractor's physician (s) {This is applicable to all health care workers}; provide their own Hepatitis B vaccination series and hepatitis B surface antigen test results following the hepatitis B vaccination series; maintain an exposure determination and control plan; maintain required records; and ensure that proper follow-up evaluation is provided following an exposure incident.
- 2.1.7.7. The VAMC shall notify the Contractor of any significant communicable disease exposures as appropriate. Contractor shall adhere to current CDC/HICPAC Guideline for Infection Control in health care personnel ( as published in American Journal for Infection Control- AJIC 1998; 26:289-354 <http://www.cdc.gov/hicpac/pdf/InfectControl98.pdf>) for disease control. Contractor shall provide follow up documentation of clearance to return to the workplace prior to their return.
- 2.1.8. National Provider Identifier (NPI): NPI is a standard, unique 10-digit numeric identifier required by HIPAA. The Veterans Health Administration must use NPIs in all HIPAA-standard electronic transactions for individual (health care practitioners) and organizational entities (medical centers). The Contractor shall have or obtain appropriate NPI and if pertinent the Taxonomy Code confirmation notice issued by the Centers for Medicare and Medicaid Services (CMS) National Plan and Provider Enumeration System (NPPES) be provided to the Contracting Officer with the proposal.
- 2.1.9. DEA - Contractor shall provide copy of current DEA certificate. Participation in Pennsylvania Prescription Drug Monitoring Program (PDMP)
- 2.1.10. Conflict of Interest: The Contractor and all contractor's physician(s) are responsible for identifying and communicating to the CO and COR conflicts of interest at the time of proposal and during the entirety of contract performance. At the time of proposal, the Contractor shall provide a statement which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided. The Contractor shall also provide statements containing the same information for any identified consultants or subcontractors who shall provide services. The Contractor must also provide relevant facts that show how it's organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest. These statements shall be in response to the VAAR provision 852.209-70 Organizational Conflicts of Interest (Jan 2008) and fully outlined in response to the subject attachment in Section D of the solicitation document.
- 2.1.11. Citizenship related Requirements:
- 2.1.11.1. The Contractor certifies that the Contractor shall comply with any and all legal provisions contained in the Immigration and Nationality Act of 1952, As Amended; its related laws and regulations that are enforced by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor as these may relate to non-immigrant foreign nationals working under contract or subcontract for the Contractor while providing services to Department of Veterans Affairs patient referrals;
- 2.1.11.2. While performing services for the Department of Veterans Affairs, the Contractor shall not knowingly employ, contract or subcontract with an illegal alien; foreign national non-immigrant who is in violation their status, as a result of their failure to maintain or comply with the terms and conditions of their admission into the United States.

Additionally, the Contractor is required to comply with all "E-Verify" requirements consistent with "Executive Order 12989" and any related pertinent Amendments, as well as applicable Federal Acquisition Regulations.

- 2.1.11.3. If the Contractor fails to comply with any requirements outlined in the preceding paragraphs or its Agency regulations, the Department of Veterans Affairs may, at its discretion, require that the foreign national who failed to maintain their legal status in the United States or otherwise failed to comply with the requirements of the laws administered by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor, shall be prohibited from working at the Contractor's place of business that services Department of Veterans Affairs patient referrals; or other place where the Contractor provides services to veterans who have been referred by the Department of Veterans Affairs; and shall form the basis for termination of this contract for breach.
- 2.1.11.4. This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. 1001.
- 2.1.11.5. The Contractor agrees to obtain a similar certification from its subcontractors. The certification shall be made as part of the offerors response to the RFP using the subject attachment in Section D of the solicitation document.
- 2.1.12. **Annual Office of Inspector General (OIG) Statement:** In accordance with HIPAA and the Balanced Budget Act (BBA) of 1977, the the Department of Health and Human Services (HHS) Office of Inspector General (OIG) has established a list of parties and entities excluded from Federal health care programs. Specifically, the listed parties and entities may not receive Federal Health Care program payments due to fraud and/or abuse of the Medicare and Medicaid programs.
  - 2.1.12.1. Therefore, Contractor shall review the HHS OIG List of Excluded Individuals/Entities on the HHS OIG web site at <http://oig.hhs.gov/exclusions/index.asp> to ensure that the proposed contractor's physician(s) are not listed. Contractor should note that any excluded individual or entity that submits a claim for reimbursement to a Federal health care program, or causes such a claim to be submitted, may be subject to a Civil Monetary Penalty (CMP) for each item or service furnished during a period that the person was excluded and may also be subject to treble damages for the amount claimed for each item or service. CMP's may also be imposed against the Contractor that employ or enter into contracts with excluded individuals to provide items or services to Federal program beneficiaries.
  - 2.1.12.2. By submitting their proposal, the Contractor certifies that the HHS OIG List of Excluded Individuals/Entities has been reviewed and that the Contractors are and/or firm is not listed as of the date the offer/bid was signed.
- 2.2. **Clinical/Professional Performance:** The qualifications of Contractor personnel are subject to review by VA Medical Center COS or his/her clinical designee and approval by the Medical Center Director as provided in VHA Handbook 1100.19. Clinical/Professional performance monitoring and review of all clinical personnel covered by this contract for quality purposes will be provided by the VAMC COS and/or the Chief of the Service or his designee. A clinical COR may be appointed, however, only the CO is authorized to consider any contract modification request and/or make changes to the contract during the administration of the resultant contract.
- 2.3. **Non Personal Healthcare Services:** The parties agree that the Contractor and all contractor's physician(s) shall not be considered VA employees for any purpose.
- 2.4. **Indemnification:** The Contractor shall be liable for, and shall indemnify and hold harmless the Government against, all actions or claims for loss of or damage to property or the injury or death of persons, arising out of or resulting from the fault, negligence, or act or omission of the Contractor, its agents, or employees.

- 2.5. **Prohibition Against Self-Referral:** Contractor's physicians are prohibited from referring VA patients to contractor's or their own practice(s).
- 2.6. **Inherent Government Functions:** Contractor and Contractor's physician(s) shall not perform inherently governmental functions. This includes, but is not limited to, determination of agency policy, determination of Federal program priorities for budget requests, direction and control of government employees (outside a clinical context), selection or non-selection of individuals for Federal Government employment including the interviewing of individuals for employment, approval of position descriptions and performance standards for Federal employees, approving any contractual documents, approval of Federal licensing actions and inspections, and/or determination of budget policy, guidance, and strategy.
- 2.7. **No Employee Status:** The Contractor shall be responsible for protecting Contractor's physician(s) furnishing services. To carry out this responsibility, the Contractor shall provide or certify that the following is provided for all their staff providing services under the resultant contract:
- 2.7.1. Workers' compensation
  - 2.7.2. Professional liability insurance
  - 2.7.3. Health examinations
  - 2.7.4. Income tax withholding, and
  - 2.7.5. Social security payments.
- 2.8. **Tort Liability:** The Federal Tort Claims Act does not cover Contractor or contract physician(s). When a Contractor or contractor's physician (s) has been identified as a provider in a tort claim, the Contractor shall be responsible for notifying their legal counsel and/or insurance carrier. Any settlement or judgment arising from a Contractor's (or 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 VA Full Time Equivalency (FTE):FTE is defined by VA as a minimum of 80 hours every two weeks and does not include holidays.
  - 2.9.2. The minimum number of Board Certified /Board Eligible 2 Emergency Department physicians required to be on site on a daily basis is 1
  - 2.7.3 It is essential that continuity of services is maintained to the maximum degree possible, hence, substitution of contractor provided Physicians shall be limited to urgent/emergent absences of approved, assigned providers. The Contractor shall be responsible for providing coverage to the VA during periods of vacancies of the Contractor's personnel due to sick leave, personal leave, vacations and additional coverage as required. **In the event a scheduled physician is unable to begin or complete an assigned shift, the contractor shall provide replacement physician coverage within 2 hours and notify the Contracting Office Representative (COR) at the Wilkes Barre VAMC immediately of the schedule change.**
  - 2.9.3. **Personnel Substitutions:** During the first ninety (90) calendar days of performance, the Contractor shall make NO substitutions of key personnel unless the substitution is necessitated by illness, death or termination of employment. The Contractor shall notify the CO, in writing, within 1 calendar day (s) after the occurrence of any of these events and provide the information required below. After 90 days, the Contractor shall submit the information required below to the CO at least 1 calendar days prior to making any permanent substitutions.
    - 2.9.3.1. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the CO. Proposed substitutes shall have comparable qualifications to those of the persons being replaced. The CO will notify the Contractor within 1 calendar days after receipt of all required information of

the decision on the proposed substitutes. The contract will be modified to reflect any approved changes of key personnel.

2.9.3.2. For temporary substitutions where the key person shall not be reporting to work for 5 consecutive work days or more, the Contractor shall provide a qualified replacement for the key person. The substitute shall have comparable qualifications to the key person. Any period exceeding two weeks will require the procedure as stated above.

2.9.3.3. The Government reserves the right to refuse acceptance of any Contractor personnel at any time after performance begins, if personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal complaints by patient or other staff members to designated Government representatives. Standards for conduct shall mirror those prescribed by current federal personnel regulations. Should the VA COS or designee show documented clinical problems or continual unprofessional behavior/actions with any Contractor's physician (s), s/he may request, without cause, immediate replacement of said Contractor's physician (s). The CO and COR shall deal with issues raised concerning Contractor's physician (s) conduct. The final arbiter on questions of acceptability is the CO.

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

### **3. HOURS OF OPERATION**

3.1. **VA Business Hours:** \_\_\_Emergency Department Clinic: 8AM-8PM; 8PM-8AM\_\_\_

3.1.1. Patients must be seen by a contractor's physician(s) on-site at Wilkes Barre VAMC in a timely manner in accordance with VA Rules and Regulations on clinic wait times and consult completion. Contractor shall notify the COR at least monthly about any obstacles to meeting this performance measure.

3.1.2. Contractor's Physician(s) shall be available and present in clinic during normal Wilkes Barre VAMC Emergency Department clinic hours, Wilkes Barre VAMC which will be established, and may be revised, as deemed appropriate for patient care by the Chief of Staff. Currently, normal clinic hours are AM-8PM; 8PM-8AM.

3.1.3. Off-hours Coverage: N/A

### **4. CONTRACTOR RESPONSIBILITIES**

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

4.1.1. Contractor's physician (s) shall be responsible for signing in and out when in attendance. Time sheets will be used by the COR to confirm hours/day and services provided against the contractor's invoices.

4.2. **Standards of Care:** The contractor's physician (s)' care shall cover the range of Emergency services as would be provided in a state-of-the-art health care treatment facility and the standard of care shall be of a quality, meeting or exceeding currently recognized national standards as established by:

4.2.1. The American Board of Emergency Medicine

4.2.2. American Board of Osteopathic Emergency Medicine

- 4.2.3. Relevant professional societies including ACEP. SAEM, AAEM American College of Emergency Physicians: <http://www.acep.org>
  - 4.2.4. The American Board of Internal Medicine <http://www.abim.org/>
  - 4.2.5. VA Standards: VHA Directive 2006-041 "Veterans' Health Care Service Standards" (expired but still in effect pending revision)  
[https://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1443](https://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1443)
  - 4.2.6. The professional standards of the The Joint Commission (TJC)  
[http://www.jointcommission.org/emergency\\_department/](http://www.jointcommission.org/emergency_department/)
  - 4.2.7. The standards of the American Hospital Association (AHA)  
<http://www.hpoe.org/resources?show=100&type=8> and;
  - 4.2.8. The requirements contained in this PWS
- 4.3. **Resident Supervision and Teaching:** Internal Medicine Residents, Family Medicine Residents, Medical Students and Physician Assistant Students.
- 4.3.1. **Resident Supervision/Teaching:** According to the guidelines dictated by the Residency Review Committee of ACGME, the contractor's physician(s) performing the services shall be responsible for residents. Contractor's physician (s) shall be responsible for:
    - 4.3.1.1. **Academic environment:** Provide for an academic environment conducive to the training and professional development for residents rotating through the Emergency Department Service.
    - 4.3.1.2. **Resident patient care documentation:** Contractor's physician (s) shall be responsible for complying with the Residency review documentation and insuring that all notes and encounters are completed and shall appropriately document medical records in accordance with VA standards, equivalent to TJC compliance guidelines, standard commercial practice and guidelines established by Wilkes Barre VAMC . The Contractor shall also perform any administrative duties relative to documentation of resident training, as required and directed by the VA COS or designated representative.
    - 4.3.1.3. **Clinical Direction and Oversight:** Contractor's physician(s) shall provide clinical direction to and oversight of residents/fellows consistent with current accreditation guidelines, clinical research, protocol development, data management of protocols, quality assurance conferences and meetings, and affiliate /VA staff meetings. Ensure on-site resident supervision in accordance with the national VHA Handbook 1400.01, Resident Supervision, dated December 19, 2012.  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2847](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2847)
  - 4.3.2. **Attending Physician:** Emergency Department procedures shall not be conducted by residents in the absence of an attending physician. All procedures, inpatient admissions and consults shall be the responsibility of an attending EM physician.
- 4.4. **MEDICAL RECORDS**
- 4.4.1. **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).
  - 4.4.2. **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.

- 4.4.3. Disclosure: Contractor's physician (s) may have access to patient medical records: however, Contractor shall obtain permission from the VA before disclosing any patient information. Subject to applicable federal confidentiality or privacy laws, the Contractor, or their designated representatives, and designated representatives of federal regulatory agencies having jurisdiction over Contractor, may have access to VA's records, at VA's place of business on request during normal business hours, to inspect and review and make copies of such records. The VA will provide the Contractor with a copy of VHA Handbook 1907.1, Health Information management and Health Records and VHA Handbook 1605.1, Privacy and Release of Information. The penalties and liabilities for the unauthorized disclosure of VA patient information mandated by the statutes and regulations mentioned above, apply to the Contractor.
- 4.4.4. Professional Standards for Documenting Care: Care shall be appropriately documented in medical records in accordance with standard commercial practice and guidelines established by VHA Handbook 1907.01 *Health Information Management and Health Records*: [http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2791](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2791) and all guidelines provided by the VAMC.
- 4.4.5. 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: **Carmen Perrone, Wilkes Barre VAMC, 1111 East End Blvd, Wilkes Barre, PA 18507**
- 4.5. Direct Patient Care:
  - 4.5.1. Per the qualification section of this PWS, the Contractor shall provide the following staff:
    - 4.5.1.1. Board Board Certified / Board Eligible 2 Emergency Department Physicians
    - 4.5.1.2. NA; no additional physician extenders, PAC or NP are necessary.
  - 4.5.2. Scope of Care: Contractor's physician (s) (as appropriate and within scope of practice/privileging) shall be responsible for providing Emergency Department care, including, but not limited to :
    - 4.5.2.1. Evaluation, Emergent Treatment and Management: Employment of the principles of emergency care for life/limb threats, resuscitation and stabilization, triage, diagnosis and disposition.

- 4.5.2.1.1. Initial evaluation, emergent treatment and management of minor wound care, respiratory illness, gastrointestinal illness, burns, musculoskeletal trauma, dermatological illness, ENT, eye and urological problems.
- 4.5.2.1.2. Initial evaluation, emergent treatment and management of minor procedures such as local infiltration anesthesia, incision and drainage, simple laceration repair, nail trephination, electro-coagulation, nasal cautery, gastric lavage, bladder catheterization, peripheral venous line insertion, and spinal immobilization.
- 4.5.2.1.3. Initial evaluation, emergent treatment and management of abdominal and gastrointestinal disorders (including trauma) of the esophagus, stomach, small bowel and colon rectum and anus, liver and biliary tree and pancreas.
- 4.5.2.1.4. Initial evaluation, emergent treatment and management of cardiovascular disorders (including trauma) involving cardiac failure, differential diagnosis of chest pain, cardiac structural disorders, cardiac rhythm and conduction defects, pericardial disorders, disease of peripheral arteries and veins, shock, and cutaneous disorders.
- 4.5.2.1.5. Initial evaluation, emergent treatment and management of emergent disorders caused by antigens, organisms and other foreign substances such as reactions of hypersensitivity; reactions from venoms, bites and stings; reactions caused by infectious agents; disorders due to chemical, drug and physical agents; and disorders associated with the environment to include barotraumas, near drowning, electrical injury, hypothermia and radiation injury.
- 4.5.2.1.6. Initial evaluation, emergent treatment and management of emergent disorders of the hematopoietic system such as anemia, coagulopathy and management of acute neoplastic disease complication.
- 4.5.2.1.7. Initial evaluation, emergent treatment and management of emergent disorders of endocrine, metabolic and nutritional natures relating to acid-base disturbances, adrenal, parathyroid and thyroid disturbances.
- 4.5.2.1.8. Initial evaluation, emergent treatment and management of emergent disorders of the head and neck (including trauma) involving the ears, nose, oral cavity, larynx/trachea, face and vestibular system.
- 4.5.2.1.9. Initial evaluation, emergent treatment and management of emergent disorders (including trauma) of the eye involving the lids and lachrymal apparatus conjunctiva, cornea, sclera, internal aspects of the globe and orbit.
- 4.5.2.1.10. Initial evaluation, emergent treatment and management of emergent disorders (including trauma) of the musculoskeletal system involving shoulder girdle, upper extremity and hand, lower extremity and foot, thorax and vertebrae and arthropathies.
- 4.5.2.1.11. Initial evaluation, emergent treatment and management of emergent disorders (including trauma) of the nervous system including cerebral edema, coma, cranial nerve disease, cerebro-vascular disease and infection.
- 4.5.2.1.12. Initial evaluation, emergent treatment and management of emergent disorders of psychiatric origin including depression, anxiety reactions, suicide and psychosis.
- 4.5.2.1.13. Initial evaluation, emergent treatment and management of emergent respiratory disorders including pulmonary, infection, trauma, neoplasia, metabolic and complications of cardiovascular disease.



- 4.5.2.1.14. Initial evaluation, emergent treatment and management of emergent renal and urologic disorders including acute/chronic renal failure, infections, obstructive uropathy and hematuria and trauma.
- 4.5.2.1.15. Initial evaluation, emergent treatment and management of emergent OB/GYN disorders such as trauma, infection and pregnancy (ectopic and intra-uterine).
- 4.5.2.1.16. Suture minor lacerations.
- 4.5.2.2. Major procedures shall be performed in the VAMC emergency department when safe and appropriate to do so for procedures such as central venous line placement, arterial catheter placement, emergency chest tube or needle thoracostomy to relieve tension pneumothorax, peritoneal lavage, defibrillation and synchronized cardioversion, endotracheal intubation, lumbar puncture, proctoscopy/anoscopy, pericardiocentesis, simple closed fracture and dislocation reduction, arthrocentesis, local and up to moderate systemic anesthesia (intravenous/regional), pericardiocentesis, temporary pacemaker placement, chest tube thoracostomy and cricothyroidotomy.
- 4.5.2.3. Stabilization and transfer: Patients suffering traumatic injuries where immediate treatment and release is not medically indicated and when clinical level of care is not available at the VAMC, the contractor's physician(s) shall provide initial stabilization and readying of such patients for transport to a Level One Trauma Center.
- 4.5.2.4. Clinic: Contractor's physician (s) shall be present on time for any scheduled clinics as documented by physical presence in the clinic at the scheduled start time.
- 4.5.2.5. Inpatient Admissions: Contractor's physician (s) shall review all admissions to inpatient hospital care recommended by Mid-level (Physician Assistant or Nurse Practitioner) provider. Every admission to inpatient care shall have a person-to-person hand-off/hand-over from the admitting Provider to a responsible member of the admitting team.
- 4.5.2.6. Consultation and Referral Responsibilities: Contractor's physician (s) shall provide consultation with and instruction to referring physicians regarding appropriate indications for procedures so that the most expeditious and clinically appropriate work-up can be done. Contractor's physician (s) shall determine the appropriate course of treatment and communicate in person or by phone with the referring clinicians.
  - 4.5.2.6.1. Contractor's physician (s) shall initiate appropriate social work referrals for all identified homeless veterans and for patients who do not have primary care providers, but who appear regularly in the ED.
- 4.5.2.7. Orthopedic devices: Contractor's physician (s) shall apply orthopedic devices such as splints and braces to stabilize orthopedic injuries.
- 4.5.2.8. Medications: Contractor's physician (s) shall follow all established medication policies and procedures. No sample medications shall be provided to patients.
- 4.5.2.9. Discharge education: Contractor's physician (s) shall provide discharge education and follow up instructions that are coordinated with the next care setting for all emergency department patients.
- 4.5.3. ADMINISTRATIVE:
  - 4.5.3.1. Quality Improvement Meetings: The contractor's physician(s) shall participate in continuous quality improvement activities and meetings with committee participation as required by the VAMC Chief of Service, Chief of Staff, or designee.



N/A

- 4.5.3.2. Staff Meetings: The contractor's physician(s) shall attend staff meetings as required by the VAMC Chief of Service, Chief of Staff, or designee. Contractor to communicate with COR on this requirement and report any conflicts that may interfere with compliance with this requirement.

N/A

- 4.5.3.3. QA/QI documentation: The contractor's physician(s) shall complete the appropriate QM/PI documentation pertaining to all procedures, complications and outcome of examinations.
- 4.5.3.4. Specialized CPRS Documentation Procedures: Patient documentation is completed using the Computerized Patient Record System (CPRS).
- 4.5.3.4.1. Contractor's physician (s) shall document care given and select appropriate Evaluation and Management (E&M) procedure codes in CPRS. Documentation must be sufficient to support both the E&M and procedure codes. Documentation and coding functions must be completed by the end of each patient care encounter.
- 4.5.3.5. 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.
- 4.5.3.6. Customer Service: Contractor's physician(s) shall refer all patient/customer service issues to the ED Supervisory Physician and/or ED Nurse Manager or designee.

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

- 4.6.1. Quality Management/Quality Assurance Surveillance: Contract personnel shall be subject to Quality Management measures, such as patient satisfaction surveys, timely completion of medical records, proper utilization of the Emergency Department Integration Software (EDIS) used for patient tracking and Peer Reviews. Methods of Surveillance: Focused Provider Practice Evaluation (FPPE) and Ongoing Provider Practice Evaluation (OPPE). Contractor performance will be monitored by the government using the standards as outlined in this Performance Work Statement (PWS) and methods of surveillance detailed in the Quality Assurance Surveillance Plan (QASP). The QASP shall be attached to the resultant contract and shall define the methods and frequency of surveillance conducted.
- 4.6.2. Patient Complaints: The CO will resolve complaints concerning Contractor relations with the Government employees or patients. The CO is final authority on validating complaints. In the event that The Contractor is involved and named in a validated patient complaint, the Government reserves the right to refuse acceptance of the services of such personnel. This does not preclude refusal in the event of incidents involving physical or verbal abuse.
- 4.6.3. The Government reserves the right to refuse acceptance of any Contractor personnel at any time after performance begins, if personal or professional conduct jeopardizes patient

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

4.6.4. Performance Standards: **(NOTE: MUST BE TAILORED TO THE REQUIREMENT).**

4.6.4.1. Measure: Provider Quality Performance

Performance Requirement:

Standard: OPPE documentation for all (100%) staff providing services under the contract. All staff (100%) meet Standards.

Acceptable Quality Level:   1   meet Standards

Surveillance Method: Ongoing Provider Performance Evaluation (OPPE) data pertinent to care performed for each provider working under this contract. OPPE data will review the following elements:

- A. Patient Care Performance
- B. Medical/Clinical knowledge
- C. Practiced Based Learning and Improvement
- D. Interpersonal and Communication Skills
- E. Professionalism
- F. System Based Practice

Frequency:  Monthly 

4.6.4.2. Measure: Qualifications of Key Personnel

Performance Requirement: All contractor's physician(s) shall be board certified/board eligible in accordance with ABEM, ABOEM, ABIM or Family Practice Standards.

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

Acceptable Quality Level: 100%

Surveillance Method: Random Inspection of qualification documents

Frequency:  weekly 

4.6.4.3. Measure: Scope of Practice/Privileging

Performance Requirement: Contractor's physician(s) perform within their individual scopes of practice/privileging.

Standard: All (100%) contractor's physician(s) perform within their scope of practice/privileges 100% of the time.

Acceptable Quality Level:  100 % Contractor's physician(s) perform within their scope of practice/privileges 100% of the time.

Surveillance Method: Random Inspection of records.

Frequency:  weekly 

4.6.4.4. Measure: Patient Access

Performance Requirement: The Contractor shall provide contractor's physician (s) in accordance with the operating hours and VA clinical schedule outlined in this PWS.

Standard: All (100%) contractor's physician(s) are on time and available to perform services.

Acceptable Quality Level: Contractor's physician(s) is on-time and available to perform services 100%.of the time

Surveillance Method: Periodic Sampling of Time and Attendance Sheets

Frequency:  daily 

4.6.4.5. Measure: Patient Safety

Performance Requirement: Patient safety incidents shall be reported using Patient Safety Report. All incidents reported immediately (within 24 hours.)  
Standard: All (100%) of patient safety incidents are reported using Patient Safety Report within 24 hours of incident.  
Acceptable Quality Level: 100%.of patient safety incidents are reported using Patient Safety Report within 24 hours of incident.  
Surveillance Method: Direct Observation  
Frequency: weekly\_\_\_\_\_

- 4.6.4.6. Measure: Maintains licensing, registration, and certification  
Performance Requirement: Updated Licensing, registration and certification shall be provided as they are renewed. Licensing and registration information kept current.  
Standard: All (100%) licensing, registration(s) and certification(s) for contractor's physician(s) shall be provided as they are renewed. Licensing and registration information kept current.  
Acceptable Quality Level: 100%.licensing, registration(s) and certification(s) for contractor's physician(s) shall be provided as they are renewed. Licensing and registration information kept current.  
Surveillance Method: Periodic Sampling and Random Sampling  
Frequency: 6 months\_\_\_\_\_
- 4.6.4.7. Measure: Mandatory Training  
Performance Requirement: Contractor shall complete all required training on time per VAMC policy  
Standard: All (100%) of required training is complete on time by contractor's physician(s)  
Acceptable Quality Level: 100%.completions..  
Surveillance Method: Periodic Sampling  
Frequency: monthly\_\_\_\_\_
- 4.6.4.8. Measure: Privacy, Confidentiality and HIPAA  
Performance Requirement:  
Standard: All (100%) contractor's physician (s) (s) comply with all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA  
Acceptable Quality Level: 100%.compliance; no deviations.  
Surveillance Method: Periodic Sampling; Contractor shall provide evidence of annual training required by VAMC, reports violations per VA Directive 6500.6.  
Frequency: 6 months\_\_\_\_\_
- 4.6.4.9. Measure: EDIS utilization  
Performance Requirement :  
Standard: All (100%) contractor's physician (s) (s) must complete training for the proper utilization of EDIS and utilize the software as it was designed to be used.  
Surveillance Method: Periodic sampling of EDIS adoption metric compliance through review of data on the Emergency Medicine Management Tool, (EMMT). (Include EMMT URL here) Compliance; must meet 75% threshold for all contractor's physicians.  
Frequency: Monthly reviews
- 4.6.5. Registration with Contractor Performance Assessment Reporting System
- 4.6.5.1. As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates Contractor past performance on all contracts that exceed \$150,000, and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the Contractor be provided an opportunity to comment on past performance evaluations prior to each

report closing. To fulfill this requirement VA uses an online database, CPARS, which is maintained by the Naval Seal Logistics Center in Portsmouth, New Hampshire. CPARS has connectivity with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies. PPIRS is the system used to collect and retrieve performance assessment reports used in source selection determinations and completed CPARS report cards transferred to PPIRS. CPARS also includes access to the federal awardee performance and integrity information system (FAPIS). FAPIS is a web-enabled application accessed via CPARS for Contractor responsibility determination information.

- 4.6.5.2. Each Contractor whose contract award is estimated to exceed \$150,000 requires a CPARS evaluation. A government Focal Point will register your contract within thirty days after contract award and, at that time, you will receive an email message with a User ID (to be used when reviewing evaluations). Additional information regarding the evaluation process can be found at [www.cpars.gov](http://www.cpars.gov) or if you have any questions, you may contact the Customer Support Desk @ DSN: 684-1690 or COMM: 207-438-1690.
- 4.6.5.3. For contracts with a period of one year or less, the contracting officer will perform a single evaluation when the contract is complete. For contracts exceeding one year, the contracting officer will evaluate the Contractor's performance annually. Interim reports will be filed each year until the last year of the contract, when the final report will be completed. The report shall be assigned in CPARS to the Contractor's designated representative for comment. The Contractor representative will have sixty (60) days to submit any comments and re-assign the report to the CO.
- 4.6.5.4. Failure for the Contractor's representative to respond to the evaluation within those sixty (60) days, will result in the Government's evaluation being placed on file in the database with a statement that the Contractor failed to respond; the Contractor's representative will be "locked out" of the evaluation and may no longer send comments.

## **5. GOVERNMENT RESPONSIBILITIES**

- 5.1. VA Support Personnel, Services or Equipment: All clinically appropriate staffing and equipment necessary for evaluation and treatment of patient conditions in all non urgent, urgent and emergency conditions.
- 5.2. Contract Administration/Performance Monitoring: After award of contract, all inquiries and correspondence relative to the administration of the contract shall be addressed to: (enter contract administration if not already listed in another area- list the title (not name) and contact information for COR, Clinical point of contact, and any other relevant personnel involved).

### **5.2.1. CO RESPONSIBILITIES:**

CO - Name/Address/Phone/email

- 5.2.1.1. The Contracting Officer is the only person authorized to approve changes or modify any of the requirements of this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue any modification to include (but not limited to) terms affecting price, quantity or quality of performance of this contract.
- 5.2.1.2. The Contracting Officer shall resolve complaints concerning Contractor relations with the Government employees or patients. The Contracting Officer is final authority on validating complaints. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer without authority, no adjustment shall be made in the contract price to cover an increase in costs incurred as a result thereof.

5.2.1.3. In the event that contracted services do not meet quality and/or safety expectations, the best remedy will be implemented, to include but not limited to a targeted and time limited performance improvement plan; increased monitoring of the contracted services; consultation or training for Contractor personnel to be provided by the VA; replacement of the contract personnel and/or renegotiation of the contract terms or termination of the contract.

5.2.2. COR Responsibilities:

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

5.2.2.1. 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.

5.2.2.2. 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.

5.2.2.3. The COR will maintain a record-keeping system of services through IPPS. The COR will review this data monthly when invoices are received and certify all invoices for payment by comparing the hours documented on the VA record-keeping system and those on the invoices. Any evidence of the Contractor's non-compliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.

5.2.2.4. The COR will review and certify monthly invoices for payment. If in the event the Contractor fails to provide the services in this contract, payments will be adjusted to compensate the Government for the difference.

5.2.2.5. All contract administration functions will be retained by the VA.

**6. SPECIAL CONTRACT REQUIREMENTS**

6.1. Reports/Deliverables: The Contractor shall be responsible for complying with all reporting requirements established by the Contract. Contractor shall be responsible for assuring the accuracy and completeness of all reports and other documents as well as the timely submission of each. Contractor shall comply with contract requirements regarding the appropriate reporting formats, instructions, submission timetables, and technical assistance as required.

6.1.1. The following are brief descriptions of required documents that must be submitted by Contractor: upon award; weekly; monthly; quarterly; annually, etc. identified throughout the PWS and is provided here as a guide for Contractor convenience. If an item is within the PWS and not listed here, the Contractor remains responsible for the delivery of the item.

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

What	Submit as noted	Submit To
Quality Control Plan: Description and reporting reflecting the contractor's plan for meeting of contract requirements and performance standards	Upon proposal and as frequently as indicated in the performance standards.	Contracting Officer
VA Directive 1663 Appendix B Other than Cost and Price Information Supporting Proposed Physician Rate (required for Affiliate onsite hourly- remove if it does not apply)	Upon proposal, to submit EPA request, upon change in key personnel	Contracting Officer

Copy of Sub Contracting Plan (as required) Copy of Contractor Certification Statement if non-subcontracting possibilities exist.	Upon proposal and as updated	Contracting Officer
Copies of any and all licenses, board certifications, NPI, to include primary source verification of all licensed and certified staff	Upon proposal and upon renewal of licenses and upon renewal of option periods or change of key personnel.	Contracting Officer with proposal; renewal submitted to VETPRO system.
Certification that staff list have been compared to OIG list	Upon proposal and upon new hires.	Contracting Officer
Proof of Indemnification and Medical Liability Insurance	Upon proposal and upon renewals.	Contracting Officer
Certificates of Completion for Cyber Security and Patient Privacy Training Courses	Before receiving an account on VA Network and annual training and new hires.	Contracting Officer
ACLS/BLS Certification	Upon award and every two years after award.	COR
Contingency plan for replacing key personnel to maintain services as required under the terms of the contract	Upon proposal and as updated	COR

## 6.2. Billing:

6.2.1. Invoice requirements and supporting documentation: Supporting documentation and 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:

- 6.2.1.1. Your firm’s Tax Payer ID Number (TIN)
- 6.2.1.2. Your firm’s “Remit Address” information
- 6.2.1.3. The VA Purchase Order (PO) number
- 6.2.1.4. Your firm’s contact information: (Personal Name, Email, and Phone)
- 6.2.1.5. Your VA point of contact information: (Personal Name, Email, and Phone)
- 6.2.1.6. The Period of Performance dates (Beginning and Ending)
- 6.2.1.7. All discount information if applicable (Percent and Date Terms)
- 6.2.1.8. Contractor’s physician(s) *(Name of Contractor’s employee)*
- 6.2.1.9. Hourly Rate
- 6.2.1.10. Quantity of hours worked
- 6.2.1.11. Total price

## 6.2.2. 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](mailto:vafscched@va.gov)

**6.2.3. Payment Adjustments:**

- 6.2.3.1. Invoices will be prorated for partial days/hours worked. The contractor shall be paid only for actual work performed onsite. *In the event that the Contract provider works a portion of an hour, the government may adjust payments by 15 minute increments.* Contract providers shall be responsible for reporting time worked accurately. The Contract shall be paid for actual hours performed.
- 6.2.3.2. The contract shall be adjusted at the end of each option period in accordance with actual performance.

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

**6.4. Contractor Security Requirements (Handbook 6500.6) - **PULLED FROM ECMS, TEAM SHOULD SELECT LANGUAGE FROM EACH SECTION AS APPLICABLE.****

# Quality Assurance Surveillance Plan (QASP)

The contractor will be evaluated in accordance with the following:

## 1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored?
- How monitoring will take place.
- Who will conduct the monitoring?
- How monitoring efforts and results will be documented.

This QASP does not detail how the contractor accomplishes the work. Rather, the QASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the contractor through contract modification. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

## 2. GOVERNMENT ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

a. Contracting Officer (CO) – The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

Assigned CO: <Government will enter name>

Organization or Agency:

b. Contracting Officer's Representative (COR) – The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the contractor's performance. The COR shall keep a quality assurance file. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf.

Assigned COR: Ken Capone, Secretary Medical Service, ext. 7600

Organization or Agency:

## 3. CONTRACTOR REPRESENTATIVES

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

Primary: \_\_\_\_\_

Alternate: \_\_\_\_\_



# Quality Assurance Surveillance Plan (QASP)

## 4. PERFORMANCE STANDARDS

**The contractor is responsible for performance of ALL terms and conditions of the contract.** CORs will provide contract progress reports quarterly to the CO reflecting performance on this plan and all other aspects of the resultant contract. The performance standards outlined in this QASP shall be used to determine the level of contractor performance in the elements defined. Performance standards define desired services. The Government performs surveillance to determine the level of Contractor performance to these standards.

The Performance Requirements are listed below in Section 6. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the standard and assign a rating. At the end of the performance period, these ratings will be used, in part, to establish the past performance of the contractor on the contract.

## 5. METHODS OF QA SURVEILLANCE

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

- a. **DIRECT OBSERVATION.** 100% surveillance: Round for results during daily huddle with the treatment team uncluding contractor
- b. **PERIODIC INSPECTION.** Inspections scheduled and reported quarterly per COR delegation or as needed.Ten (10) randomly selected patient files will be reviewed monthly. All inspections and reports will be conducted in compliance with VA Privacy and Information security standards.)
- c. **VALIDATED USER/CUSTOMER COMPLAINTS.** Through reports of contact or patient advocate referrals.
- d. **RANDOM SAMPLING.** Ten (10) randomly selected patient files will be reviewed monthly as part of Ongoing Professional Practice Evaluation (OPPE). All reviews and reports will be conducted in compliance with VA Privacy and Information security standards.)
- e. Verification and/or documentation provided by Contractor through VetPro and with the Credentialing and Privileging Office.

## Quality Assurance Surveillance Plan (QASP)

### 6.SAMPLE QASP PERFORMANCE REPORT      DATE: \_\_\_\_\_

Measures	PWS Reference	Performance Requirement	Standard	Acceptable Quality Level	Surveillance Method	Met AQL/DID NOT MEET AQL-CPAR RATING/ADD COMMENTS
Provider Quality Performance	4.6.4.1.	All contractor's physician(s) shall perform in accordance with clinical standards	100% of care provided within clinical standards of care	100%	OPPE	
Qualifications of Key Personnel	4.6.4.2.	All contractor's physician (s) shall have current board certification or eligibility in accordance with PWS requirements.	All (100%) contractor's physician(s) are board certified/board eligible.	100%	Random Inspection of qualification documents	
Scope of Practice/Privileging	4.6.4.3	Contractor's physician(s) perform within their individual scopes of practice/privileging	All (100%) contractor's physician(s) perform within their scope of practice/privileges 100% of the time.	100%	Random Inspection of records.	
Patient Access	4.6.4.4.	Contractor's physician(s) shall be available and in location as needed to properly perform tasks as specified.	All (100%) contractor's physician(s) are on time and available to perform services.	100%	Periodic Sampling of Time and Attendance Sheets	
Patient Safety	4.6.4.5.	Patient safety incidents shall to be reported using Patient Safety Report. All incidents reported immediately (within 24 hours.)	All (100%) of patient safety incidents are reported using Patient Safety Report within 24 hours of incident.	100%	Direct Observation	
Maintains licensing, registration, and certification	4.6.4.6.	Updated Licensing, registration and certification shall be provided as they are renewed. Licensing and registration	All (100%) licensing, registration(s) and certification(s) for contractor's physician(s) shall	100%.	Periodic Sampling and Random Sampling	

## Quality Assurance Surveillance Plan (QASP)

		information kept current.	be provided as they are renewed. Licensing and registration information kept current.			
Mandatory Training	4.6.4.7.	Contractor shall complete all required training per VAMC policy	All (100%) of required training is complete on time by contractor's physician (s) .	100%	Periodic Sampling	
Privacy, Confidentiality and HIPAA	4.6.4.8.	Contractor is aware of all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA and complies with all standards Zero breaches of privacy or confidentiality	All (100%) contractor's physician (s) (s) comply with all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA	100%	Contractor shall provide evidence of annual training required by VAMC, reports violations per VA Directive 6500.6.	
EDIS Utilization	4.6.4.9	Contractor must complete training for the proper utilization of EDIS and utilize the software as it was designed to be used.	100% of the contractors are trained in EDIS utilization	EDIS Adoption Metrics as captured on EMMT must meet 100% threshold for all contractor's physicians.	Periodic sampling of EDIS adoption metric compliance through review of data on the Emergency Medicine Management Tool, (EMMT)	

## Quality Assurance Surveillance Plan (QASP)

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

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

<b>EXCEPTIONAL:</b>	<p>Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.</p> <p><b>Note:</b> To justify an <b>Exceptional</b> rating, you should identify <u>multiple</u> significant events in each category and state how it was a benefit to the GOVERNMENT. However a singular event could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.</p>
<b>VERY GOOD:</b>	<p>Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.</p> <p><b>Note:</b> To justify a <b>Very Good</b> rating, you should identify a significant event in each category and state how it was a benefit to the GOVERNMENT. Also there should have been NO significant weaknesses identified.</p>
<b>SATISFACTORY:</b>	<p>Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.</p> <p><b>Note:</b> To justify a <b>Satisfactory</b> rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. Also there should have been NO significant weaknesses identified.</p>
<b>MARGINAL:</b>	<p>Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.</p> <p><b>Note:</b> To justify <b>Marginal</b> performance, you should identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. A <b>Marginal</b> rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g. Management, Quality, Safety or Environmental Deficiency Report or letter).</p>
<b>UNSATISFACTORY:</b>	<p>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element being assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.</p> <p><b>Note:</b> To justify an <b>Unsatisfactory</b> rating, you should identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. However, a singular problem could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An <b>Unsatisfactory</b> rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g. Management, Quality, Safety or Environmental Deficiency Reports, or letters).</p>

## Quality Assurance Surveillance Plan (QASP)

### 8. DOCUMENTING PERFORMANCE

a. The Government shall document positive and/or negative performance. Any report may become a part of the supporting documentation for any contractual action and preparing annual past performance using CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR).

b. If contractor performance does not meet the Acceptable Quality level, the CO shall inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the CO shall document the discussion and place it in the contract file. When the COR and the CO determines formal written communication is required, the COR shall prepare a Contract Report (CR), and present it to CO. The CO will in turn review and will present to the contractor's program manager for corrective action.

The contractor shall acknowledge receipt of the CR in writing. The CR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CR will also state how long after receipt the contractor has to present this corrective action plan to the CO. The Government shall review the contractor's corrective action plan to determine acceptability. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance and the acceptability of the Contractor's corrective action plan.

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

### 9. COR AND CONTRACTOR ACKNOWLEDGEMENT OF QASP

SIGNED:

---

---

COR NAME/TITLE

DATE

SIGNED:

---

---

CONTRACTOR NAME/TITLE

DATE

CONTRACT REPORT				
1. CONTRACT NUMBER		2. REPORT NUMBER FOR THIS DISCREPANCY		
3. TO: <i>(Contracting Officer)</i>		4. FROM: <i>(Name of COR)</i>		
5. DATES				
a. CR PREPARED	b. RETURNED BY CONTRACTOR:	c. ACTION COMPLETE		
6. Issue Identified <i>(Describe in detail. Include reference to PWS Directive; attach continuation sheet if necessary.)</i>				
7. SIGNATURE OF COR				Date:
8. SIGNATURE OF CONTRACTING OFFICER				Date:
9a. TO <i>(Contracting Officer)</i>		9a. FROM <i>(Contractor)</i>		
10. CONTRACTOR RESPONSE AS TO CAUSE AND ACTIONS TO PREVENT RECURRENCE. <i>(Cite applicable quality control program procedures or new procedures. Attach continuation sheet(s) if necessary.)</i>				
11. SIGNATURE OF CONTRACTOR REPRESENTATIVE				Date:
12. GOVERNMENT EVALUATION.				
13. GOVERNMENT ACTIONS				
14. CLOSE OUT				
	NAME	TITLE	SIGNATURE	DATE
CONTRACTOR NOTIFIED				
COR				
CONTRACTING OFFICER				