

In preference to submitting line item rates above, we are offering the following rate:

_____ % of the CMS Fee Schedule.

B.2 PERFORMANCE WORK STATEMENT FOR OFFSITE RADIATION ONCOLOGY SERVICES

1. GENERAL:

- 1.1. Services Provided: The Contractor shall provide radiation therapy services in accordance with the specifications contained herein to beneficiaries of the Department of Veterans Affairs (VA) and the Robley Rex VA Medical Center (603), 800 Zorn Avenue, Louisville, KY 40206, as well as Department of Defense (DoD) beneficiaries referred to the Contractor by VA providers. Contractor shall provide outpatient professional and technical radiation therapy services at their facility for Veterans as well as providing the materials, supplies, equipment and qualified supervision as specified herein. All professionals providing services under the terms of this contract shall be appropriately certified and/or licensed as described herein and possess the requisite skills and experience to perform radiation therapy services. The unit costs in the Schedule of Supplies/Services represent total payments by the VA for all services (professional, technical and hospital), supplies, facilities and equipment necessary for each course of treatment and consultation. It is understood that the quantities presented in the Pricing Schedule for bid are good faith estimates and that the actual numbers may be greater or less than those stated. Furthermore, the facility where services are to be provided under this solicitation must be within a 15-mile radius of the Robley Rex VA Medical Center, 800 Zorn Avenue, Louisville, KY 40206. The Authority for this procurement extends from Public Law 104-262 and Title 38 U.S.C., Section 8151-8153. The solicitation is for a contract for a base period of one year with four one-year options to renew.
- 1.2. Place of Performance –Services shall be provided off-site, at the awarded contractor's facility, must be within a 15-mile radius of the Robley Rex VA Medical Center, 800 Zorn Avenue, Louisville, KY 40206.
- 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

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
 - 1.4.5. - VHA Handbook 1100.19 Credentialing and Privileging -
http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2910
 - 1.4.6. VHA Handbook 1907.01 Health Information Management and Health Records:
http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2791
 - 1.4.7. - 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. BLS: Basic Life Support
 - 1.5.2. CDC: Centers for Disease Control and Prevention

- 1.5.3. CDR: Contract Discrepancy Report
- 1.5.4. CEU: Certified Education Unit
- 1.5.5. CMS: Centers for Medicare and Medicaid Services
- 1.5.6. 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.
- 1.5.7. 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.
- 1.5.8. COS: Chief of Staff
- 1.5.9. CPARS: Contractor Performance Assessment Reporting System
- 1.5.10. CPRS: Computerized Patient Recordkeeping System- electronic health record system used by the VA.
- 1.5.11. 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.
- 1.5.12. DEA: Drug Enforcement Agency
- 1.5.13. ED: Emergency Department
- 1.5.14. FSMB: Federation of State Medical Boards
- 1.5.15. 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.
- 1.5.16. HHS: Department of Health and Human Services
- 1.5.17. HIPAA: Health Insurance Portability and Accountability Act
- 1.5.18. HR: Human Resources
- 1.5.19. ISO: Information Security Officer
- 1.5.20. 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.
- 1.5.21. MOD: Medical Officer of the Day
- 1.5.22. 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).
- 1.5.23. NLNAC: National League for Nursing Accrediting Commission. www.nlnac.org
- 1.5.24. Non-Contract Provider - any person, organization, agency, or entity that is not directly or indirectly employed by the Contractor or any of its subcontractors
- 1.5.25. NP: Nurse Practitioner
- 1.5.26. NPPES: National Plan and Provider Enumeration System
- 1.5.27. PA: Physician Assistant
- 1.5.28. PALS: Pediatric Advanced Life Support
- 1.5.29. POP: Period of Performance
- 1.5.30. PPD: Purified Protein Derivative
- 1.5.31. PWS: Performance Work Statement
- 1.5.32. 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.

1.5.33. QA/QI: Quality Assurance/Quality Improvement

1.5.34. QM/PI: Quality Management/Performance Improvement

1.5.35. QASP: Quality Assurance Surveillance Plan

1.5.36. 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.

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

1.5.38. 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.

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

1.5.40. 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 offsite of 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 - Physicians providing service under this contract shall be board certified in Radiation Oncology by American Board of Radiology, Medical Physicists board certified in Radiologic Physics by the ABR, Medical Dosimetrist – Certified Medical Dosimetrist by the Medical Dosimetrists Certification Board, Radiation Therapists certified by the American Registry of Radiologic Technologists._

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 provider(s) possesses the requisite credentials enabling the granting of privileges. No services shall be provided by any contract provider(s) prior to obtaining approval by the Robley Rex VAMC 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's physicians shall have knowledge of professional care theories, principles, practices, and procedures to perform assignments of the Radiation Oncology 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/Radiation Oncology 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. All Radiation Therapy Treatment Centers must be accredited by Joint Commission (JC) and must supply the Robley Rex VAMC with a copy of their accreditation letter. The Contractor must provide the Robley Rex VAMC with documentation resulting from any inspections that occur during the term of this contract, such as OSHA, NRC, etc., and must inform the Robley Rex VAMC of any citations received from any oversight or reviewing entity. Documentation of any reviews, citations, etc., is to be provided to the VA COTR within seven (7) days of receipt.

- 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 (VA MANDATORY): Contractor shall meet all VA educational requirements and mandatory course requirements defined herein; to maintain off-site CPRS access, all training must be completed by the Contractor's physician(s) as required by the VA.

<i>Privacy and HIPAA Training (TMS # 10203)</i>	<i>Once a year</i>	<i>Approx. 30min – 1hour</i>
<i>Privacy and Information Security (TMS #101076)</i>	<i>Once a year</i>	<i>Approx. 30 min – 1hour</i>

- 2.1.7. 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.
- 2.1.8. DEA – Contractor shall provide copy of current DEA certificate.
- 2.1.9. 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.
- 2.1.10. Citizenship related Requirements:
- 2.1.10.1. 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;
- 2.1.10.2. 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.
- 2.1.10.3. 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.

- 2.1.10.4. 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.
- 2.1.10.5. 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.
- 2.1.11. 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.
 - 2.1.11.1. 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.
 - 2.1.11.2. 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. 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. The Contractor shall provide both a clinical and administrative point of contact at the Contractor's facility to coordinate services and billing within five (5) days of award of contract.

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. Personnel Substitutions: During the entirety of performance, the Contractor shall make NO unplanned substitutions of key personnel as credentialing/privileging is required. If a substitution is necessitated by illness, death or termination of employment, temporary emergency privileges may be granted on a case by case basis, with approval of the Medical Center Director. If an emergency substitution is necessary the Contractor shall notify the CO, in writing, before the occurrence of any of these events and provide the information required below. For planned substitutions, the Contractor shall submit the information required below to the CO at least 180 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. After receipt of all the required information of the decision on the proposed substitutes the CO will notify the Contractor once the background investigation and privileging processes have been completed. 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 three 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. VA HOURS OF OPERATION/SCHEDULING:

3.1. Availability and Accessibility of Services

- 3.1.1. Radiation Oncologist must be available for consultation with Robley Rex VAMC clinicians and/or patients as follows:
- 3.1.2. Location of services: Radiation Oncologists will have remote access to electronic files containing sensitive data, which must be protected under the provisions of the Privacy Act of 1974 (5 USC 552a), and other applicable laws, Federal Regulations, Veterans Affairs statutes and policies. The Contractor's employee(s) are responsible for (1) protecting that data from unauthorized release or from loss, alteration, or unauthorized deletion and (2) following all applicable regulations and instructions regarding access to computerized files, release of access codes, etc., as set out in a computer access agreement which the Contractor's employee(s) sign.
- 3.1.3. Emergency cases – 24 hours/day, 7 days/week, including holidays.
- 3.1.4. Routine cases – contracting facility's normal business hours, or later, if the system goes down during treatment.

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 Radiation Oncology Services.

4.2.1. Quality Management Activities: Personnel providing service under this contract are required to actively participate in quality management activities as follows:

1) The Contractor shall involve the patient and his/her family in the decision-making process and education. It is expected that the radiation oncologist will be an active participant on the Robley Rex VAMC Tumor Board and attend meetings 80 % of the time.

2) The Contractor will have an operational performance improvement process including data collection, measurement, assessment and improvement. Data will be required on processes, outcomes, patient satisfaction, and quality control. Appropriate statistical quality control techniques must be utilized. Results of performance improvement activities must be reported quarterly to the VA Cancer Committee through the VA Tumor Registrar.

3) Policies and procedures must be established in collaboration with associated departments. A quarterly medical physicist report documenting the evaluation of equipment performance to include therapy machines, radiation sources, and simulators for proper working order is required. All external review requirements are met, including those of JC.

4) Radiation safety policies and procedures, including the NRC Quality Management Program rule, shall be met and be reported quarterly as a part of the quarterly medical physicist report. All external review requirements shall be met, including those of the NRC and the Commonwealth of Kentucky. Quality Management report shall be submitted to the Robley Rex VAMC Radiation Safety Committee.

5) Contractor will ensure that all Robley Rex VAMC mandatory training including the national training in Security Awareness and Privacy are completed during each fiscal year.

4.2.2 Consultations and Treatments

1) Prior to beginning radiation treatment, contractor shall instruct the patient and care givers on the risks involved including symptom management and symptoms requiring immediate intervention. This treatment plan must be documented in the medical record within five (5) working days after the consultation. The patient shall be given names and telephone numbers of persons to contact to report these symptoms. Informed consent shall be completed prior to implementation of initial treatments.

2) The contractor shall provide the patient with written guidelines regarding their rights and responsibilities. This includes keeping the patient informed of all issues affecting care and inviting full participation in planning and implementing care. Patient expectations of the contractor should also be outlined. The patient must be advised of

their right to submit complaints and procedures concerning such. This instruction must be documented in the medical record within 24 hours.

3) The Contractor is to provide consultations and, when authorized, comprehensive radiation therapy services primarily to beneficiaries of the Department of Veterans Affairs and those DoD beneficiaries referred by VA healthcare providers. The term "comprehensive radiation therapy" is defined as all services required in the delivery of radiation therapy treatments. This would include, but is not limited to, the initial evaluation, treatment plan, simulation, medical radiation physics, dosimetry, treatment devices, special services, and clinical treatment management, to include follow-up care associated with the course of treatment. Under the terms of this contract, treatment shall be deemed to have begun upon the submission of a treatment plan, which must be approved by the Chief of Medicine or his/her designee, and the issuance of an authorization. All take home medications or prescriptions which are prescribed for the patient must be on the VA Formulary and filled at the VA Pharmacy. All laboratory studies, radiographic exams, or other diagnostic studies needed for the treatment of VA beneficiaries are to be performed by the Robley Rex VAMC unless provided in a medical emergency which would preclude movement of the patient to Robley Rex VAMC for care. In these instances, the Robley Rex VAMC Chief of Medicine or his/her designee must be notified immediately.

4) The Contractor, more specifically the patient's treatment team at the Contractor's facility, shall monitor the patient's condition during the course of treatment, including, but not limited to, medication concerns and nutritional issues. If needed, the patient shall be referred to the Robley Rex VAMC for Social Services intervention, (i.e. housing, transportation or other social issues) as well as to his / her Robley Rex VAMC Oncologist for any needed chemotherapy treatment.

5) Patients who develop complications following the completion of radiation therapy, which may be related to the course of therapy provided, shall be returned to the Contractor's facility for assessment and/or care. This shall be considered as part of that same radiation therapy course of treatment. Both, the Contractor and the patient's Robley Rex VAMC provider, are responsible for communicating pertinent clinical information about the care of the patient as specified in Section 10 to ensure continuity of care.

6) If a patient develops complications unrelated to the radiation therapy treatment while at the Contractor's facility, or during the course of treatment and transfer shall not adversely affect the patient's condition, the patient shall be referred back to the Robley Rex VAMC for appropriate care or treatment. In an urgent or emergent situation, the Robley Rex VAMC transfer coordinator should be contacted immediately to facilitate movement of the patient as soon as the patient is stabilized for movement. The referring provider, the patient's Robley Rex VAMC Oncologist/Oncology Nurse Specialist/Fellow, or the Robley Rex VAMC Emergency Room should be contacted immediately should an emergency arise requiring treatment not otherwise covered by this agreement. No payment shall be made for care or treatment not covered by this agreement without an authorization issued by the Robley Rex VAMC. **Contractor must contact VA Transfer Coordinator to make arrangements to transfer patient to the referring VAMC. Costs associated with emergency care should be authorized by the COR immediately, or if not authorized costs is at the burden of the Contractor.**

7) If a patient currently under treatment is discovered to have other treatable cancer sites, the Contractor shall seek approval to provide this care by contacting the referring provider or the patient's Robley Rex VAMC Oncologist. The patient may be required to return to the Robley Rex VAMC for further evaluation. Once a decision is reached, a consult shall be entered by the provider and, when approved, the Robley Rex VAMC Purchased Care Section will issue an authorization to the Contractor to proceed with treatment.

8) Unusual, unanticipated, or other services required during the course of treatment which are not part of this agreement and for which payment is expected, shall be pre-approved by the Robley Rex VAMC in advance. The Contractor must contact the Robley Rex VAMC Oncology Nurse Specialist or designee for pre-approval. If approval is needed during non-administrative hours, such as evenings, nights, holidays, or weekends, the Robley Rex VAMC Medical Administrative Assistant on duty should be contacted at (502) 287-5595. Note: Pre authorization is necessary for all services

9) To the extent possible, all ancillary services required in conjunction with radiation therapy that shall result in additional charges are to be provided by or obtained from the VA. This would include the use of operating rooms, inpatient accommodations, etc. Alternatively, pre-approval must be obtained from the Purchased Care Section through the patient's Robley Rex VAMC provider, Oncology Nurse, or the Robley Rex VAMC Oncologist to provide the services at the Contractor's facility.

10) All laboratory tests, x-ray studies (except CT planning), or other diagnostic studies ordered by the radiation oncologists will be performed by the Robley Rex VAMC. The radiation oncologist shall be responsible for entering the orders for these tests/studies in the VA database by use of the computerized patient records system (CPRS).

11) Prescriptions shall be ordered for formulary drugs listed in the Department of Veterans Affairs National Formulary. All prescriptions given for treatment will be filled by the Robley Rex VAMC pharmacy. A copy of the VA National Formulary may be accessed on the Internet at www.dppm.med.va.gov. The Contractor shall not order non-formulary/formulary restricted medications without the express approval of Robley Rex VAMC Pharmacy and Therapeutics (P&T) designated approving officials. Prescriptions shall be ordered by authorized providers in accordance with VA policies and procedures, as outlined in the medication use manual, which will be provided upon award. All patient medication education will be completed by the Contractor and documented in CPRS.

12) Medication orders must be entered electronically into the VA database by use of CPRS. Additionally, all schedule II and III narcotics will be provided by VA providers only. These prescriptions will be filled at the VA pharmacy.

13) The initial consultation, the Robley Rex VAMC provider or Oncologist shall approve all treatment plans before treatment is initiated. Copies of all pertinent clinical information shall be provided to the Contractor from the patient's medical record at the time of the referral. Confirmation of treatment will be verified via progress note(s).

14) Consultation: A consultation shall be a meeting of the patient and a radiation oncologist at the contracting facility and shall include a chief complaint, history, physical examination, current medications and allergies, review of systems, TMN classification of tumor(s) and staging, performance classification (Karnofsky or RTOG), pain assessment, and a review of pertinent x-rays and laboratory results. In addition, all procedures conducted shall be documented in a written report (consult) entered directly into the patient's record via CPRS. The written consult shall indicate whether or not radiation therapy is recommended for the patient. When radiation therapy is not recommended, no further action is required, except documentation of this determination in CPRS on the electronic consult. When it is determined that radiation therapy is appropriate, a treatment plan shall be electronically documented in CPRS and submitted for approval.

15) Treatment Plan: The treatment plan shall include the type of radiation to be administered, the site, the dosages, frequency, the treatment dates and the follow-up examination date(s). Treatment plans may be altered, as necessary, during the course of the patient's treatment as long as they are documented in the patient's VA CPRS. Major changes in the treatment plan, such as going from once to twice daily treatments, shall be approved prior to implementation. Eligible Robley Rex VAMC beneficiaries in need of radiation therapy services shall receive one or more treatment series. A treatment series is defined as a consult, a treatment planning, CT scan and computer planning and calculations, port films, physics check and fabricated treatment devices, and an appropriate number of radiation therapy treatments with one or more follow-up examinations.

16) Follow-up examination: Radiation oncologist shall perform at least one follow-up examination on each patient within 30 days post treatment. The follow-up examination, to evaluate the patient's response to therapy, shall consist of interviewing the patient, physical examination of the patient, and a review of his/her records, including x-rays. A written evaluation shall be entered directly into the patient's VA medical record using CPRS. Appropriate follow-up examinations shall occur at the treating facility within one year from the initial consultation date. Upon completion of follow-up care, (one year from initial consultation date), neither the patient nor the Robley Rex VAMC is responsible for further payments/ reimbursements for non-contracted scheduled visits. The Robley Rex VAMC provider or Oncologist shall assume responsibility for all follow-ups after one year.

17) Upon completion of treatment, the patient shall be referred back to his/her referring physician with a detailed final summary of the treatment provided. Whenever possible, the Radiation Oncologist should contact the patient's referring physician to discuss the patient's treatment and plans to transition the patient back to VA care.

18) The Oncology Nurse Specialist or designee is the Clinical Contracting Officer's Technical Representative (COTR) and is the Contractor's point of contact at the Robley Rex VAMC for the purposes of receiving approved referrals, requests for documentation, and for receipt of reports. He/she will be notified if a patient does not show for treatment or if the patient's medical condition changes and medical treatment or hospitalization is required. This individual will be responsible for coordinating Robley Rex VAMC resources to

assist in the continuity of care for Robley Rex VAMC patients when necessary and informing the Contractor who the appropriate contact person is in each situation. In the absence of the Oncology Nurse Specialist, the Contractor should contact the referring physician or the Robley Rex VAMC Oncologist for assistance

19) Medication orders must be entered electronically into the VA database by use of CPRS. Additionally, all schedule II and III narcotics will be provided by VA providers only. These prescriptions will be filled at the VA pharmacy. Prescriptions shall be ordered for formulary drugs listed in the Department of Veterans Affairs National Formulary. All prescriptions given for treatment will be filled by the Robley Rex VAMC pharmacy. A copy of the VA National Formulary may be accessed on the internet at www.dppm.med.va.gov. The Contractor shall not order non-formulary/formulary restricted medications without the express approval of Robley Rex VAMC Pharmacy and Therapeutics (P&T) designated approving officials. Prescriptions shall be ordered by authorized providers in accordance with VA policies and procedures, as outlined in the medication use manual, which will be provided upon award. All patient medication education will be completed by the Contractor and documented in CPRS.

20) The Robley Rex VAMC will not be responsible for services provided outside the normal course of treatment unless prior authorization is obtained as outlined earlier in this proposal. In every instance, an authorization should be issued by the Purchased Care Section prior to the commencement of services under this agreement for which the Contractor expects to be paid. Any question in this regard should be directed to Medicine Service at (502) 287-6143.

4.2.3 Continuum of Care

4.2.3.1 After the initial consultation, the Robley Rex VAMC provider or Oncologist shall approve all treatment plans before treatment is initiated. Copies of all pertinent clinical information shall be provided to the Contractor from the patient's medical record at the time of the referral.

4.2.3.2 Follow-up: A Radiation Oncologist shall perform at least one follow-up examination on each patient. The follow-up examination, to evaluate the patient's response to therapy, shall consist of interviewing the patient; physical examination of the patient; and a review of his/her records, including x-rays. A written evaluation shall be entered directly into the patient's VA medical record using CPRS. Appropriate follow-up examinations shall occur at the treating facility within one year from the initial consultation date. Upon completion of follow-up care, (one year from initial consultation date), neither the patient nor the Robley Rex VAMC is responsible for further payments/reimbursements for non contracted scheduled visits. The VA provider or Oncologist shall assume responsibility for all follow-ups after one year.

4.2.3.3 Upon completion of treatment, the patient shall be referred back to his/her referring physician with a detailed final summary of the treatment provided. Whenever possible, the Radiation Oncologist should contact the patient's referring physician to discuss the patient's treatment and plans to transition the patient back to VA care.

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.aspx

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

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. All VA medical records copies shall be safeguarded in accordance with the contracting facility's normal procedures. The Contracting Officer's Representative (COR) is authorized to review, either by on-site surveys and/or records review, the quality of care rendered under this contract. The contractor shall furnish specific clinical information when it is professionally considered necessary by the VAMC. Clinical or other medical records of VA beneficiaries treated by the contractor shall be forwarded to the Robley Rex VAMC within 48 hours after treatment. The progress notes and other documentation shall include the full name of the patient and the full social security number.
- 4.3.5. 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.
- 4.3.6. Release of Information: The VA shall maintain control of releasing any patient medical information and will follow policies and standards as defined, but not limited to Privacy Act requirements. In the case of the VA authorizing the Contractor to release patient information, the Contractor in compliance with VA regulations, and at his/her own expense, shall use VA Form 3288, Request for and Consent to Release of Information from Individual's Records, to process "Release of Information Requests." In addition, the Contractor shall be responsible for locating and forwarding records not kept at their facility. The VA's Release of Information Section shall provide the Contractor with assistance in completing forms. Additionally, the Contractor shall use VA Form 10-5345, Request for and Authorization to Release Medical Records or Health Information, when releasing records protected by 38 U.S.C. 7332. Treatment and release records shall include the patient's consent form. Completed Release of Information requests will be forwarded to the VA Privacy Officer at the following address: Chad.Peek@va.gov

4.4. Direct Patient Care estimated 95% of the time involved in direct patient care.

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

- 4.4.1.1. Board Certified in Radiation Oncology by, Medical Physicists board certified in Radiologic Physics by the ABR, Medical Dosimetrist – Certified Medical Dosimetrist by the Medical Dosimetrists Certification Board, Radiation Therapists certified by the American Registry of Radiologic Technologists.
- 4.4.1.2. The Contractor shall provide treatment for Radiation Oncology disorders seen off-site.

4.4.1.3. The Contract physician is fully responsible for all care rendered to the patient, as well as the clinical outcome. Contract physicians are required to utilize Computerized Patient Record System (CPRS) and Veterans Health Information Systems and Technology Architecture (VISTA) for retrieval of information and documentation of services. The Contractor shall provide physicians who shall:

4.4.1.3.1. Sign notes at the time of the clinic visit. Perform all documentation requirements, per VHA Handbook 1400.01, dated December 19, 2012.

4.4.1.3.2. Perform requested consultations for inpatients within twenty-four (24) hours of request or sooner as dictated by the acuity of the patient's medical condition. Contractor will document inpatient encounters to assure that billing at the attending level can be performed.

4.4.1.3.3. Assure that outpatient encounters/and or inpatient event captures documented and completed in CPRS at the time of the visit.

4.4.1.3.4. Be in compliance with all VA National and VISN directives concerning consult management and clinic scheduling practices as noted.

4.4.1.3.5. Adhere to documentation levels that are standard in the medical community (CMS).

4.4.1.3.6. Participates in the review and response to patient complaints and/or congressional inquiries.

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

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

4.4.3. **ADMINISTRATIVE:** estimated 5% of time not involved in direct patient care.

4.4.3.1. Quality Improvement Meetings: A Radiation Oncologist will attend the monthly Robley Rex VAMC Tumor Board meetings 80% of the time.

4.4.3.2. Staff Meetings: N/A

4.4.3.3. QA/QI documentation: The Contractor's physician(s) shall complete the appropriate QM/PI documentation pertaining to all procedures, complications and outcome of examinations.

4.4.3.4. 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's physician(s) shall be subject to Quality Management measures, such as patient satisfaction surveys, timely completion of medical records, 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.

4.5.1.1. The Contractor shall furnish the Chief of Staff, on an annual basis, provider-specific information on all Contractor's physician(s) providing services at the facility. This information shall be furnished using Proficiency Report Form 10-2623a, which will be provided to the contractor by the VA. This confidential, provider-specific information shall be used to identify opportunities for improvement and provide the appropriate data to support the decision of re-appointment/re-privileging.

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: Timeliness Standards

Performance Requirement: Contractor personnel shall meet timeliness standards as required by the contract.

Standard: 100%

Acceptable Quality Level: 95%

Surveillance Method: COR will investigate reported complaints, as received.

Frequency: Quarterly

4.5.4.2. Measure: Medical Record Documentation

Performance Requirement: Outpatient consults and follow-up visits will be completed using appropriate CPRS note and associated encounter within 24 hours of visit.

Standard: 100%

Acceptable Quality Level: 90%

Surveillance Method: COR and/or designee will monitor through

Frequency: Quarterly

4.5.4.3. Measure: Committee Attendance

Performance Requirement: A Radiation Oncologist will attend Robley Rex VAMC Tumor Board meetings

Standard: 100%

Acceptable Quality Level: 80%

Surveillance Method: COR will review Tumor Board Meeting minutes listing of attendance.

Frequency: Quarterly

4.5.4.4. Measure: Mandatory Training

Performance Requirement: Contractor shall complete training required to maintain computer access. Completion is required prior to due date.

Standard: All (100%) of required training is complete on time by contract provider(s).

Acceptable Quality Level: 100% completion, no deviations

Surveillance Method: COR will monitor compliance using TMS reports.

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 (FAPIS). FAPIS 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. VA Support Personnel, Services or Equipment: *The VA will provide nursing personnel support during scheduled clinic hours.*
- 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 of services using a log book that will be in an accessible area, 24/7, within the service, for the Contract providers, and the COR will run a clinic workload report. 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.

What	Submit as noted	Submit To
Physician services contingency plan	Upon award of contract	COTR

6.2. **Billing/Invoices:**

- 6.2.1. Payments made to the Contractor by the Department of Veterans Affairs (VA) under this contract shall be for the total cost of services provided. The Contractor hereby agrees, that in no event shall the Contractor or his agents bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against the beneficiary, the beneficiary's family, private insurer, Medicare, or any other entity acting on the beneficiary's behalf, for services provided pursuant to this contract. When properly invoiced and processed, VA payment for services provided to VA or DoD beneficiaries under the terms of this agreement shall constitute payment in full.
- 6.2.2. If the Contractor's personnel have a Robley Rex VAMC appointment [i.e., Without Compensation (WOC), Full-Time (FT), Part-Time (PT), Consulting and Attending, Fee], the physician services component for the service will not be paid. Professional services invoiced under the contract must be provided by attending physicians and not by residents. The Contractor shall certify in writing that the service was provided by an attending physician prior to Robley Rex VAMC processing payment.
- 6.2.3. The Contractor shall, at the beginning of each month, provide a listing of all VA and DoD beneficiaries currently receiving care at their facility to the COTR and the Purchased Care Section at the Robley Rex VAMC. This list shall include the patient's name, social security number, referring VA provider, date treatment began, date treatment is expected to end, and the treating Radiotherapist.
- 6.2.4. Reimbursement for VA beneficiaries presented prior to the expiration of this agreement shall be made at the contract rate in effect at the time of patient referral.
- 6.2.5. The documentation and coding of consults, treatment, procedures, progress notes, etc., will be in accordance with documentation guidelines published by the Center for Medicare and Medicaid Services (CMS), and all applicable coding standards. All diagnosis(es) will be coded using the current International Classification of Disease Index, ICD-9-CM or ICD-10, when applicable. All procedures and treatment will be coded using current CPT or HCPCS codes with qualifying modifiers as indicated by the American Medical Association and CMS. The Current Procedural Terminology (CPT) codes most frequently used are reflected in this solicitation; however, other more appropriate CPT codes may be adopted by the AMA and should be used. Where global CPT codes exist, distinguishing professional services will include a 26 modifier, while the technical services will include a TC modifier.

- 6.2.6. The Business Office, Purchased Care Section staff will serve as the administrative COTR for purposes of processing invoices for payment.
- 6.2.7. Contractor shall submit invoices monthly, in arrears, for services, consultations, or upon completion of treatment. Contractor shall submit weekly invoices for services provided, in arrears, upon completion of treatment. Invoices along with progress notes shall be mailed to the following address:

Robley Rex VA Medical Center
Attn: Medical Service (111)
800 Zorn Avenue
Louisville, KY 40206

NOTE: Invoices submitted by the vendor will only be submitted with the agreed upon contract price. At no time will invoices be submitted with amounts that may be greater than the agreed upon rates. Should any invoices be submitted with amounts that are higher than the agreed upon rates which results in an overpayment, reimbursement will be requested from the vendor.

- 6.2.8. In addition to the requirements in FAR clause 52.212-4, paragraph (g), invoices shall be submitted on the appropriate original industry standard forms, HCFA Form UB-92 or HCFA 1500, as appropriate, and contain the following information: the Contractor's Tax ID number; the veterans complete name and social security number; dates of treatment or service; diagnosis or condition treated; description of services rendered; appropriate ICD-9-CM and CPT-4 codes (modifiers, if required); and fees at the contracted rate. All medical documentation must be entered onto the agreed upon form prior to the invoice being paid. The claims must meet Centers for Medicare and Medicaid Services (CMS) billing and coding guidelines. All claims that are not complete and correct will be returned to the provider without action. In order for the claim to be reconsidered, appropriate corrections must be made and submitted as a new claim. The VA will review the invoice against its records and notify the Contractor of invoice discrepancies. Upon resolution of the discrepancies, the VA will approve the invoice and make payment to the Contractor.
- 6.2.9. Required documentation (treatment plans, consultations, progress notes) must be completed before claims are submitted to the Robley Rex VAMC. The COTR will ensure there is no delinquent documentation prior to the invoices being paid.
- 6.2.10. All coding performed by on behalf of the Contractor may be validated by the Robley Rex VAMC Coding Analyst Staff.

6.3. Payment Adjustments:

- 6.3.1. Invoices will be for hours worked. The contractor shall be paid only for actual work performed offsite. Contract providers shall be responsible for reporting time worked accurately. The Contract shall be paid for actual hours performed.
- 6.4. 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.
 - 6.4.1. 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.
- 6.5. 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.