

UROLOGY SERVICES PERFORMANCE WORK STATEMENT (PWS)

1.0 INTRODUCTION

The Department of Veterans Affairs has a recurring requirement for urology physician services for its John D. Dingell VA Medical Center (JDDVAMC), located at 4646 John R. St, Detroit, MI 48201. This requirement is for 1.5 FTE (equivalent to 3,120 hours annually). The anticipated period of performance is a base period of twelve (12) months, followed by four (4) one-year option periods.

2.0 BACKGROUND

2.1. The Mission of the VA. The mission of the Department of Veterans Affairs, as outlined by President Abraham Lincoln during his Second Inaugural Address in 1865, is “To care for him who shall have borne the battle and for his widow and his orphan.” Each and every day, the Veterans Health Administration works to fulfill that pledge. Our vision is to be a patient-centered, integrated health care organization, providing excellence in health care, research, and education; an organization where people choose to work; an active community partner and back-up for national emergencies.

2.2. Patient Population Treated. The patient population treated at the JDDVAMC consists of Veterans with varying physical, psychiatric, and psychological needs. Their conditions are, in many cases, directly related to the individual’s service to this country. Contract personnel shall provide compassionate care with respect for the special needs of the veteran population served, and show professional courtesy toward the VA support staff as an integrated part of this medical center’s mission, vision and values.

3.0 SCOPE

3.1. The Contractor shall perform urology physician services to the JDDVAMC Urology Services Clinic, which treats an average of 6,360 patients annually. The Contractor shall be responsible for providing clinical and surgical coverage (including on-call and emergency). The Contractor shall also provide additional services, including participation in mortality and morbidity boards, the JDDVAMC Performance Improvement program, and peer reviews. The Contractor shall also be responsible for developing a quality control program to ensure that it meets established performance standards in the performance work statement (PWS).

4.0 APPLICABLE DIRECTIVES

4.1. The following directives are applicable to this statement of work:

VHA Directive 3012-030 *Credentialing of Health Care Professionals* (dated 10/11/2012)

VHA Handbook 1100.17 *National Practitioner Data Bank Reports*

VHA Handbook 1100.19 *Credentialing and Privileging* (dated March 2001)

Medical Center Numbered Memorandum 00-6

VA Surgical Quality Improvement Program (<http://vaww.dushom.va.gov/surgery/VASQIP.asp>)

5.0 PERFORMACE REQUIREMENTS

5.1. General.

5.1.1. The Contractor shall provide urology services on site in accordance with the specifications contained herein to beneficiaries of the Department of Veterans Affairs at the JDDVAMC. If a scheduled contract physician is unable to be present on site, an alternate credentialed physician will be provided. The contract employee may be required to perform work on federal holidays.

5.1.2. The Contractor shall provide urologist physicians to perform the professional health care services required to maintain operations at JDDVAMC Urology Services, which includes clinical visits, minor procedure visits and “OR” surgeries.

5.1.3. Clinical Procedures. Procedures that may be required under this contract include, but are not limited to:

Flex Cystoscopy
Rigid Cystoscopy
TURBT- Transurethral resection of bladder tumor
TURP-Transurethral resection of prostate
Urography
Vasectomy
Dilations
Stone Basketing procedures
Hydrocele/Spermatocelectomy
Circumcision
TUI BNC
Suprapubic Cystostomy
Radical Prostatectomy
Suprapubic Prostatectomy
Stent Insertion
Lithotripsy
Adrenalectomy
Laparoscopic Procedures
Cystectomy – Partial and Total
Nephrectomy – Partial and Total
Prostate biopsies
Pubo- Vaginal Slings
AUS- Artificial Urinary sphincter
Robotic surgery- Must be trained and experienced*

* The urologists covering this service shall have the clinical expertise, and shall serve as the champion for utilizing the Da Vinci Surgical Robotic System. This is expected to increase the patient load by an additional five percent.

5.1.4. The contracted physicians shall provide leadership oversight role for improvement of clinical and administrative outcomes in the clinic.

5.2. Physician Requirements.

5.2.1. Contract physicians shall be of a quality meeting or exceeding reasonable standards of professional practice for urologist physicians health care services using recognized national standards as established by the Joint Commission (JC). The urologist's primary goal is to meet the treatment needs and concerns of inpatients, as well as outpatients; and to provide diagnostic care and appropriate treatment to the veteran patients to maintain standards of high quality care for this Medical Center.

5.2.2. Individuals proposed to work under the contract shall be licensed and registered with any State, Territory, or Commonwealth of the United States or the District of Columbia and shall be board certified or board eligible by the American Board of Urology with sub specialty certification desired.

5.2.3. The Contractor shall provide the following documentation for all personnel performing services under this agreement:

Documentation of PPD testing
Documentation of current tetanus toxoid
Immunity to rubeola, rubella, varicella
Documentation of current Hepatitis B Vaccination

5.2.4. Contractor personnel shall request and obtain VA privileges prior to performing services under this contract. The qualifications of such personnel shall also be subject to review by the VA Chief of Staff and approval by the VA Facility Director.

5.2.5. Contracted physician(s) shall be prepared to perform on a long-term basis (minimum of one year) to eliminate turnover and learning curve issues that arise with the familiarization of new physicians to JDDVAMC policies, procedures and processes

5.3. Urology Service Patient/Clinical Coverage.

5.3.1. Oversight. All contractor physicians performing under this contract shall perform their services under the administrative auspices of the JDDVAMC Associate Chief of Staff (ACOS), Surgical Service. Should the VA ACOS of Surgery show documented clinical problems or continual unprofessional behavior/actions with any contracted physician, s/he may request, without cause, immediate replacement of said physician and obtain a replacement.

5.3.2. Hours of Operation. The Contractor shall provide daily care Monday through Friday as indicated below, and continuity of care for inpatients and urgent consultative services during off-duty hours and Federal Holidays as described below.

5.3.2.1. Work hours. Normal work hours are Monday through Friday, 7:30 a.m. - 4:00 p.m. local time. Off-duty work hours are Monday through Friday, 4:00 p.m. - 7:30 a.m.

5.3.2.2. Federal Holidays. When the holiday is on a Saturday, the preceding Friday will be the federal holiday. When the holiday is on a Sunday, the following Monday will be the federal holiday. Asterisk (*) indicates the dates change each year.

List of Federal Holidays

(a) 1 January	New Year's Day
(b) 3 rd Monday in January *	Martin Luther King's Day
(c) 3 rd Monday in February*	President's Day
(d) Last Monday in May *	Memorial Day
(e) 4 July	Independence Day
(f) 1 st Monday in September *	Labor Day
(g) 2 nd Monday in October *	Columbus Day
(h) 11 November	Veteran's Day
(i) 4 th Thursday in November *	Thanksgiving
(j) 25 December	Christmas

Any other day specifically declared by the President of the United States to be a national holiday.

5.3.2.2. When it's required to ensure completion of services that extend beyond the normal clinic hours, the assigned physician shall remain on duty in excess of the scheduled shift.

5.3.2.3. Elective/Planned Surgical Coverage. Urology procedures shall be performed at the VA during normal working hours outlined in 5.3.2.1.

5.3.3. On Call Services. The urologist shall perform emergency services during off-duty hours as required.

5.3.4. The Contractor shall provide consultations to the VA Medical Center twenty-four hours per day, seven days a week, 365 days a year by telecommunication device (i.e. beeper/cell phone). It is understood that during telephone consultations the contractor's employees may not be on-site at the VA facility.

5.3.5. For urgent consultation, the contract physician shall respond within 30 minutes of notification. Emergencies will be managed in consultation between the contract physician and VA Staff, via telephone. Contract physicians will come to the hospital to provide consultation within one hour if clinically indicated. For routine cases, the contract physician must be present within twenty-four (24) hours or the next business day.

5.3.6. The contractor shall be required to assure that an urologist shall see all patients admitted to the General Urology service within 24 hours of admission, and author an attending surgeon admission note.

5.3.7. A licensed independent practitioner (LIP) attending urologist should round seven days a week on all patients admitted to the general urology service. There should be a LIP authored progress note or LIP authored addendum to a trainee progress note seven days a week.

5.3.8. Contract service is expected to adhere to JDDVAMC clinic performance measures such as:

5.3.8.1. Contract physicians shall see patients within 20 minutes of their scheduled appointment. Patients will have an appointment with a specialist, when referred from John D. Dingell VA Medical Center, within 14 days of referral or sooner if the condition requires.

5.3.8.2. Electronic Wait List: The Electronic wait list shall not have more than 20 patients waiting to be scheduled within a 1 month period. Additional clinic times shall be provided by the contractor, if necessary to keep waiting times for an appointment under 14 days. This may be through overbooking or adding additional clinic days.

5.3.9. The contractor shall provide in writing or by email to the office of the Associate Chief of Surgery for Surgical Services (ACOS/Surgical Service) and COR a call schedule listing the names and telephone contact information (beeper, cell phone, etc.) of the individuals who will cover the urology service off tour over the course of the month. Each call schedule shall cover a period of at least one month, and will be provided at least one month ahead of time. Any change in the call schedule will be communicated to the office of the ACOS/Surgical Service and to the telephone operator of the John D. Dingell VA Medical Center as soon as it is known.

5.4. Homeless Veterans.

5.4.1. Veterans identified as “homeless” shall be referred to the VAMC Social Work staff.

5.5. Patient Safety.

5.5.1. Patient safety shall be a primary focus of the contractor, including compliance with all applicable patient safety goals. Every effort shall be made by the contractor 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 breaches of patient safety shall be reported to the ACOS and COR utilizing the JDDVAMC Incident Report. The JDDVAMC shall inform the contractor of all applicable Sentinel Events and Patient Safety Alerts received by the JDDVAMC. For applicable events, the contractor shall take the necessary steps to prevent recurrences, and provide written feedback to the ACOS and COR describing prevention actions taken. The contractor shall verbally notify the JDDVAMC COR immediately when a Sentinel Event has occurred, which is to be followed by written notification within 3 working days. The JDDVAMC shall determine when contract physician are expected to participate in a Root Cause Analysis (RCA), which will be conducted according to JDDVAMC policy and completed RCA shall be provided to the VAMC COR.

5.5.2. The Contractor shall have evidence of implementation of the Joint Commission National Patient Safety Goals as applicable.

5.6. Patient Rights.

5.6.1. The contract physician shall respect and integrate the patient’s beliefs, values and cultural influences. Protection of all patient rights is of highest priority. For invasive procedures/procedures requiring patient consent, the contract physician shall assure that the patient is aware of his/her Patient Rights (in most cases, the patient will have been given a copy of the Patients Rights handbook upon entry to care). The contracted urologist is required to review the Patient Rights handbook and follow the standard of care. Patient privacy and

confidentiality shall be maintained at all times. The contractor shall involve the patient in care decisions by keeping him/her fully informed about the diagnosis, risks and benefits of proposed treatment/procedure, and prognosis. All patient complaints which are unable to be resolved by the contract physician shall be referred to the Patient Representative. The contract physician's patient care services provided will be included in JDDVAMC data collection activities related to patient compliments, complaints, and satisfaction. The electronic medical record contains information about Advance Directives, which shall be reviewed and observed by the contract physician. The contract physician shall fully complete all signed and informed consent documentation, within required timeframes, for invasive or other procedures as required. Planned procedures shall not be performed without appropriate pre-procedure consent documentation. No patients shall be subject to any research activity without his/her fully informed consent, subject to study approval by Wayne State University Investigational Research Board (IRB). No eligible veteran shall be denied care for treatment which is not reimbursed by the third party insurance carrier. The contractor shall abide by the JDDVAMC Code of Ethics.

5.7. Patient Assessment.

5.7.1. All care provided shall be based on assessed patient needs. Patient medical history and physical exams shall be performed in accordance with JDDVAMC Bylaws/Rules/regulations, guiding medical Center policies, and as clinically indicated by patient signs and symptoms. Findings from assessment and reassessment shall be clearly documented in the electronic medical record, which is used by all members of the interdisciplinary care team in care planning and treatment. Primary psychological, social, nutritional, pain, and overall functional screening and assessment will be provided by the JDDVAMC Primary Care treatment team. Contractor findings related to the above areas shall be recorded in the electronic medical record and addressed or referred as indicated. Assessment for invasive procedures will include all elements as explicitly outlined in JDDVAMC Bylaws and applicable policies. All required documentation shall be fully completed within JDDVAMC -required timeframes.

5.8. Care of Patients.

5.8.1. All care shall be provided by licensed, qualified, competent, and appropriately privileged individuals. Urologist work will consist of treatment of patients with varying medical needs. Contract urologists shall be aware of the special needs of elderly patients. All Joint Commission standards and VAMC policies will be rigorously adhered to for procedures involving moderate sedation. Medication control, security and safety will be maintained at all times. No samples will be accepted from vendors or given to patients. Control of prescription pads will be in accordance with JDDVAMC policy and procedure. Medications shall only be dispensed, prepared, and administered to patients by appropriately licensed and competent individuals. The plan of care, current advanced directives, and all findings from patient assessment will be documented in the electronic medical record, and utilized in the overall plan of care in all care settings across the continuum. Nursing and support services, as well as clinic space and equipment will be supplied by the JDDVAMC. Verbal, written or electronic communications between any JDDVAMC /VISN staff and contracted staff shall not be restricted by the contractor.

5.8.2. Continuum of Care. The Contractor shall be responsible for coordinating evaluation, consultation and management with the ordering physician.

5.9. Patient Education.

5.9.1. The contractor shall coordinate the interdisciplinary education plan for the patient as appropriate. Education provided by the Contractor will be interactive with the patient, and will be aimed at disease prevention, management and quality of life. All education given shall be documented in accordance with JDDVAMC policies and procedures. Discharge instructions shall be provided to and coordinated with the patient, caregiver, and home or community care provider. Educational material shall be approved by the JDDVAMC Education Committee.

5.10. Performance Improvement.

5.10.1. The Contractor shall fully participate in the JDDVAMC Performance Improvement (PI) program. This will include, but not be limited to, monitoring of urologist processes, patient outcomes and satisfaction, all applicable SCIP (Surgical Quality Improvement Project), VASQIP (VA Surgical Quality Improvement Program), Joint Commission ORYX and data analysis and collaborative design of improvement opportunities. PI activities may be directed by the JDDVAMC, VHA or VISN, as well as accreditation or licensing bodies, who will identify data collection methodologies, report generation and oversight bodies related to identified measures. The Contractor shall abstract, compile, and report PI data as requested by the JDDVAMC. It is noted that PI activities are dynamic and subject to change, as driven by current priorities and resources. In all cases, actions will be taken to continually improve clinical and administrative outcomes, while implementing safeguards to prevent risk. High priority shall be given by the contractor to the prevention of risk for the patient. The Contractor shall implement process-related internal controls to prevent risk to the veteran. Monitoring for continuous compliance with Joint Commission standards will be driven by VA Committees, PI teams and taskforces, or through established data collection mechanisms such as the Medical Record Review and Surgical Case Review process. Measures related to contract compliance will be determined by the Contracting Officer's Representative (COR). Aggregate and/or practitioner-specific data collected by the JDDVAMC will be provided to the contractor in accordance with established reporting schedules. Measures related to contract compliance will be identified by the COR.

5.10.2. Contractor Performance Improvement (PI) activities may be required yearly as directed by the VAMC, VISN or VHA, as well as accreditation or licensing bodies.

5.10.3. The Contractor shall participate in monthly VA Surgical Quality Improvement Program (VASQIP). <http://vaww.dushom.va.gov/surgery/VASQIP.asp>

5.10.4. Directives and publications web site for Quality Review of Surgical Programs and Outcomes <http://vaww.dushom.va.gov/surgery/directives.asp>
http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1537
http://vaww1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1819

5.11. Peer and Focused Reviews.

5.11.1. The JDDVAMC shall conduct ongoing (every 6 months) peer reviews of all contract Urologists. Such reviews will emphasize patient cases with unexpected outcomes, findings or complications. Each newly appointed contract urologist shall undergo a focused review within 6 months. Peer reviews for Quality Improvement may be performed in response to incidents or

occurrence screens. These ongoing, focused and peer reviews shall be supplemented by information compiled by the ACOS for Surgical Service i.e. the provision of individual contract Urologists' annual reviews, assessments, complications rates, missed cases, and quality reviews. For contract urologists with little activity at the JDDVAMC, Focused Professional Practice Evaluations or Ongoing Professional Practice Evaluations as defined by the Joint Commission will be completed at the physician's primary hospital affiliation and submitted in a timely manner to the COR as requested.

5.12. Environment of Care

5.12.1. The Contractor shall maintain a safe environment in Urology Service at all times, and follow all safety and emergency preparedness policies. Compliance with all safety management plans will be continually demonstrated.

5.12.2. The Contractor shall successfully pass VAMC Safety and Infection Control inspections. Routine and recurrent preventive maintenance inspections shall be the responsibility of the VA.

5.12.3. All significant problems identified shall be reported verbally to the ACOS and COR within 24 hours. A written corrective plan of action shall be submitted to the ACOS and COR within 5 working days.

5.12.3.1. Timeframes and priorities for completion of action plan items will be mutually agreed upon by the contractor and the VAMC Safety Officer.

5.13. Infection Control.

5.13.1. Contracted patient care activities shall be integrated into the JDDVAMC Infection Control program, and contract staff shall adhere to JDDVAMC Infection Control policies and procedures. Reports of surveillance, control, prevention and monitoring activities performed by the JDDVAMC will be provided to the Contractor.

5.13.2. The overall goal of the Infection Control Program is to prevent, identify, and control infections in patients, employees, volunteers, students, and visitors in all areas of the medical center and outpatient programs that are within the John D. Dingell VA Medical Center catchment area. This is accomplished through utilization of a risk assessment and action plans that identify specific measurable goals and measurable expected outcomes. Infection control and prevention is an integral part of all services; and prevention and control of infection is a primary responsibility of all healthcare workers. The Contractor shall adhere to all applicable infection control guidelines associated with working in an Operating Room Suite and throughout the JDDVAMC.

5.13.3. The VAMC Infection Control Plan shall identify for the contractor how risks will be identified, methods to be used to reduce risk, identification and reporting of community-acquired and nosocomial infections, and data collection and reporting requirements.

5.14. Morbidity/Mortality and Tumor Board Conferences.

5.14.1. Contractor shall participate in learning-based Morbidity/Mortality and Tumor Board conferences as requested.

5.14.2. Mortality and Morbidity Reports: Contractor shall provide to the ACOS/Surgery Mortality and Morbidity reports on a timely basis as a monthly, peer-reviewed synopsis and evaluation of all deaths and complications involving care at the JDD VAMC, using forms provided by the John D. Dingell VA Medical Center Surgical Service. These reports will include sign in sheets, problems identified, and the peer review level of care as defined by the John D. Dingell VAMC quality management service. In specific cases when the ACOS/Surgery deems it warranted, contractor shall make available a urologist involved in the patient's care to also discuss the case at the John D. Dingell VA Medical Center Surgical Service M&M conference.

5.15. Information Management.

5.14.1. The JDDVAMC Information Management plan shall be followed by the contractor. Documentation and record keeping shall be in accordance with JDDVAMC policies and procedures. Verbal orders will be used only on an emergency basis and authenticated by the contractor within 24 hours. All timeframes required by JDDVAMC policies and procedures for documentation and authentication in the electronic medical record shall be adhered to. Strict adherence to all documentation related to the performance of invasive procedures shall be maintained. Identified medical record delinquency data will be forwarded to the contractor by the JDDVAMC.

5.16. Medical Staff.

5.15.1. Medical oversight is provided by the Chief, Surgical Service and the Chief of Staff. Contractors shall practice within a framework that is clinically relevant and scientifically valid. Provision of care shall be based on clinical standards of practice, and scientifically-based clinical practice guidelines which have been approved for use by the VHA, VISN or facility executive medical staff. Credentialing and privileging will be conducted by the JDDVAMC. The contract physician shall sign and agree to adhere to Medical Staff Bylaws, Rules and Regulations. The contract physician shall provide input as requested in regards to budget, scope of services provided, equipment selection, specific supplies, and resource allocation.

5.17. Urology Operations

5.17.1. Contractor shall follow all JDDVAMC guidelines for Urology Service processes, emergency notification or service unavailability, changes to Urology schedules, sick or late phone notifications, patient scheduling and referrals, and time and attendance requirements. Contractor shall fully participate in all applicable patient survey activities and data collection initiatives. Urologist procedures shall begin on time. The Contractor/Urologist shall notify a designated individual(s) (to be determined) in the JDDVAMC Urology Service when he/she is expected to be late or unavailable for his/her assigned duty. The Contractor/Urologist will be required to notify his/her Division Chief, and arrange for a substitute to cover the assigned area for that day.

5.18. Contractor Designated Lead Urologist.

5.18.1. The Contractor shall designate one urologist who shall act as the Lead on a constant and permanent basis to ensure coordination and continuity of the VAMC Urology Services program on a daily basis. The designated Lead Urologist shall be a continuous and non rotating assignment.

5.18.2. The Lead Urologist shall spend 85% of their time providing professional guidance, coordination and oversight of all Urology activities to Contractor physicians, VA staff and in patient care duties and 15% of their time in non-patient care activities administrative duties (attending Urology M&Ms and/or Grand Rounds, fulfilling required mandatory training for VA practitioners, etc.)

5.18.3. The Lead Urologist shall be responsible for the following:

5.18.3.1. Participation in Surgical Service's and the JDDVAMC's Performance Improvement's Program (PI) as required to meet VA and Joint Commission standards.

5.18.3.2. The Lead Urologist shall assume the leadership role for performance improvement activities within the urology service, attending meetings as determined by the ACOS, Surgical Service or other designated representative.

5.18.3.3. Providing monthly Attending schedules to the COR and Administrative Officer for Surgical Service prior to the 20th of each month for use in the monthly coverage/on-call schedules which is distributed hospital-wide.

5.18.3.4. Representing the Contractor on Urology management issues and providing professional guidance.

5.18.3.5. Advising VAMC Surgical Service leadership and VAMC executive management on state-of-the-art technology and procedures.

5.18.3.6. Meeting with VAMC ACOS, Surgical Service, Administrative Officer for Surgical Service (AO) and COTR regularly to discuss operational issues such as equipment needs, staff issues, supply requirements, clinical patient flow, clinical workload flow and clinical and clinical productivity.

5.18.3.7. Acting as liaison for VAMC Surgical Service, other VAMC physicians and executive management on issues relating to contract Urologists.

5.18.3.8. Assisting in planning VAMC Surgical Service short and long term goals.

5.19. Provider Performance Issues.

5.19.1. The VA reserves the right to refuse employment under this contract or require dismissal from contract work of any Contractor employee or Sub-Contractor employee who, by reason of previous unsatisfactory performance at the VA or for any other reasonable reason, is considered by the Contracting Officer to be objectionable. In these instances, the Contracting Officer will contact the Contractor and request a plan of correction to be returned within ten working days. If the plan of correction is accepted, the Contractor shall be provided a period of time, that is mutually agreed upon, to carry out the correction.

5.19.2. In the event of patient safety violations, the Urologist shall be immediately suspended pending an investigation of which the Contractor shall be a full participant.

5.20. Communications.

5.20.1. The Contractor shall ensure contract providers maintain open and professional communication with members of the VHA. Complaints validated by the Contracting Officer's Representative (COR), Associate Chief of Staff for Surgical Services (ACOS), and/or Chief of the Medical Staff shall be reported in writing to the Contracting Officer (CO) and the Contractor for action.

5.20.2. Any verbal, written or electronic communication between any VAMC/VISN staff and contracted staff provider need not be mediated through the contracting entity.

5.20.2. English Language Requirement. The Contractor provider(s) shall read, understand, speak, and write English fluently.

5.21. Referrals and Consults.

5.21.1. The provider shall follow VHA regulations and policies when arranging for a referral or consult. The urologist may be required to consult with other specialty practitioners for consultative opinions and continuation of care. The provider shall inform patients of the required referral or consult by indicating the specialty involved.

5.21.2. Contractor will follow the VHA regulation and policies for activation of consults.

5.21.3. Contract physician shall play fundamental role in the triage of Outpatient and E-consults to manage the clinical flow of urology patients.

5.22. Continuum of Care.

5.22.1. All medical records pertaining to VA beneficiaries are and shall remain the property of the Department of Veterans Affairs. The Contractor IS PROHIBITED from releasing any information contained in the VA system of records. Any use or disclosure of information contained in these records must be in accordance with the Health Insurance Portability and Accountability Act (HIPAA), the Privacy Act, and all other applicable state and federal statutes governing the use or disclosure of individually identifiable health information. Neither the Contractor nor anyone working on his/her behalf may use, disclose, or otherwise release any information on VA beneficiaries without the express, written consent of the patient or his/her legal guardian. At no time shall the Contractor access or permit access to the electronic medical record of any VA beneficiary under the terms of this agreement. Inappropriate access to VA patient data shall result in termination of access privileges and may result in criminal charges, penalties, fines or any combination thereof, and shall be considered grounds for immediate termination of this agreement.

5.22.2. Contractor shall provide health care to patients seeking such care from or through VA. As such, contractor is considered part of the Department health activity for purposes of the following statutes and the VA regulations implementing these statutes: the Privacy Act, 5.U.S.C. § 552a, and 38 U.S.C. §§ 5701, 5705 and 7332. Contractor and its employees may have access to VA patient medical records to the extent necessary for the contract or to perform this contract. Notwithstanding any other provision of this contract, contractor and its employees may disclose

patient treatment records only pursuant to explicit disclosure authority from VA. Contractor and its employees are subject to the penalties and liabilities provided statutes and regulations for unauthorized disclosures of such records and their contents. Records created by the contractor in the course of treating VA patients under this agreement are the property of the VA and shall not be accessed, released, transferred or destroyed except in accordance with applicable federal law and regulations. Upon the expiration of this contract or termination of the contract, the contractor will promptly provide the VA with the individually identified VA patient treatment records. Computer access will be granted on a need-to-know basis, and security of computerized information will be maintained at all times.

5.22.3. Contractor shall comply with all aspects of the Medical Staff By-Laws with particular emphasis on medical record documentation. Urology documentation shall be completed within the allowable timeframes and authenticated within 24 hours after the operation is completed, either in person or electronically. The Contractor shall document all treatment plans, procedures, progress notes, etc., via the appropriate method; i.e., electronic via CPRS or via hardcopy. It will be the responsibility of the VAMC to ensure the paper record is scanned into CPRS via VISTA imaging to become a permanent part of the patient's VA medical record. Treatment plans may be altered, as necessary, during the course of treatment, but all changes must be documented in the patient's VA medical record. Significant changes must be discussed with the Attending Surgeon of record prior to implementation.

5.22.4. All urology treatment and/or services provided by the Contractor shall be appropriately documented via the APPROPRIATE method; i.e., electronic via CPRS or via hardcopy. Any special incidents involving VA or DoD beneficiaries receiving treatment at the VAMC will be appropriately documented. Should specific urology incidents occur that are deemed to be adverse or sentinel events during the administration and/or treatment of VA beneficiaries that warrant communication to a higher level, the ACOS, Surgical Service will be informed as soon as possible, as well as completion by the Urologist of VA Form 10-2633, Report of Special Incident Involving a Beneficiary. This form will then be provided to the ACOS for Surgical Service for immediate processing.

5.22.5. In many cases, the urologists shall need to initiate orders to be acted upon by the VAMC. Consequently, he/she must obtain appropriate privileges specific to the John D. Dingell VA Medical Center and shall be subject to the John D. Dingell VA Medical Center's Medical Staff Bylaws, Rules and Regulations. They must meet all criteria for appointment to the medical staff and undergo credentialing and privileging via the procedures outlined in the Medical Staff Bylaws in accordance with VHA and JC regulations. The Chief of Staff will be responsible for assuring that contract physicians are appropriately appointed, credentialed, and privileged prior to their participation in this contract.

5.23. Orientation.

5.23.1. The Contractor shall ensure that all contract providers participate in the VAMC Orientation procedures for newly assigned providers to include regulations specific to their professional specialty and hospital and VHA policy and procedures.

5.23.2. All contract employees providing services at the facility are expected to attend an on-site training session to become oriented to VA policies and procedures. Minimum orientation shall

include the following: VAMC Mission/Vision/Values, all applicable VAMC policies and procedures, Patient Rights, suspected Patient Abuse reporting, Patient Compliment/Complaint process, Safety, Patient Safety, Infection Control, Equipment Safety, Fire Safety, Confidentiality, Emergency Preparedness, incident and emergency reporting, electronic medical record training, Surgical Case Review process, Peer Review process, TORT claim process and clinic procedures and processes.

5.24. Records.

5.24.1. Medical Records. The Contractor will utilize the VA CPRS computer system for patients treated at the VA. The record will include, at a minimum, the history, physical findings, laboratory testing and their results, the reasons for services provided such as hospital admission, surgery and/or other procedures and will document the results of any interventions and/or treatments. For the purpose of this contract, the VA prefers that medical records, discharge summaries and any other reports be submitted either in the VA's electronic medical record, in a downloadable text file or (at the VA's discretion) in the form of a scanable document. The record will also document diagnoses for which medications were administered or prescribed, orders for laboratory, radiological, EKG, and other tests and the results of such tests and other documentation sufficient to disclose the quality, quantity, appropriateness, and timeliness of services performed or ordered under this contract. All information required by the Safe Medical Devices Act of 1990, for the tracking of devices implanted during surgery will be included in the patient's record when transferred or discharged

5.24.2. The contractor shall create and maintain Government-owned/contractor-held records, regardless of media, in accordance with VHA Handbooks, Directives and Regulations. Identify all records required to be created by the PWS in the file plans. Upon completion of this contract, all government-owned/contractor-held records (regardless of media) received, created, maintained or provided in the performance of the PWS shall be turned over to the Government. Background electronic data and records specified for delivery to the contracting agency must be accompanied by sufficient technical documents to permit the VAMC to use the data. In the event of default or non-performance, the Government will have access to all records in order to ensure mission support is not interrupted.

5.25. Credentialing and Privileging.

5.25.1. The Contractor is responsible to provide complete and timely documentation to support the Credentialing and Privileging Process which will initially commence on award of the contract and then upon contract renewal (or extension). Contractor employees must be able to pass the VAMC's credentialing process in accordance with the Department of Veterans Affairs' guidelines and regulations

5.25.2. No contract urologist will be placed on the VA call scheduled if s/he is not privileged and credentialed in the VA system. The credentialing process can take up to 90 days to accomplish; therefore, the Contractor is encouraged to provide all credentialing documentation for any Contractor employee who may perform service under this contract to avoid any lapse in coverage.

5.25.3. VetPro will be completed every two years to meet VHA handbook requirements.

5.25.4. The credentialing and privileging process is subject to the provisions of 38 U.S.C. 4104 (1); VHA Handbook 5005, Staffing; VHA Handbooks 1100.17 (National Practitioner Data Bank Reports) and 1100.19 (Credentialing and Privileging); dated Dec 22, 06 VA Directives Search List; and VHS&RA Supplements; VHA Directive 2012-030 *Credentialing of Health Care Professionals* (dated 10/11/2012); Joint Commission, Medical Staff Bylaws and Memorandum 11-23. The Professional Standards Board (PSB) is the sole agency authorized to accept applications for privileges submitted by the contractor to the Chief of Staff and to make recommendations on the granting of privileges. The John D. Dingell VAMC Director is the final authority for approving or denying clinical privileges for all contract physicians.

5.25.5. Once privileges are granted, subsequent actions taken concerning the privileges of contract providers, including any limitation on privileges, shall be governed by the procedures in 38 U.S.C. 4104 (1); VHA Handbook 1100.19 Credentialing and Privileging, and VHS&RA Supplements; VHA Handbook 1100.19 dated March 2001; Joint Commission and Medical Staff Bylaws, Medical Center Numbered Memorandum 00-6.

5.25.6. The Contractor shall maintain credentialing requirements and notify the VAMC within twenty-four (24) hours of Contractor's discovery of personnel not in compliance.

5.25.7. The Contractor shall report to the Contracting Officer within twenty-four (24) hours of Contractor's discovery any disciplinary action taken by the State Board or the institution against physicians performing under the contract.

5.25.8. All Continuing Education requirements shall be met to maintain Privileged status. Contractor licensed independent practitioner documentation activities shall be subject to medical record reviews by VA. Contractors performing invasive procedures shall be BLS certified. All related documentation, such as completed competency checklists or educational training records shall be maintained by the contractor and available for JDDVAMC review upon request. VA - Findings from medical record reviews will be forwarded to the LIP's credentialing and privileging file. The contractor shall maintain a culture that promotes self-development and learning, which is designed to maintain or enhance required competencies

5.25.9. Outcomes from physician-specific data collection, non exempt peer review activities, and the patient compliment/complaint process shall be used in the performance improvement process, and considered at the time of re-privileging.

5.26. Medical Professional Requirements.

5.26.1. Evidence of completion of required licensure, credentials, required training, current competencies and commencement of background investigations must be validated for all Contractor personnel referred to perform services under this contract prior to providing direct patient care.

5.26.2. Formal Education. The provider must have a Medical Doctor (MD) or Doctor of Osteopathy (DO) degree from an accredited college or university in the specialty area required.

5.26.3. Experience. The provider must have a minimum of 3 years of experience as a urologist (which may include fellowship completed within the past 36 months) prior to providing service at the JDDVAMC.

5.27. Key Personnel.

5.27.1. The following personnel (Contractor employees) assigned to this contract by the Contractor are designated as key personnel:

1. _____
2. _____
3. _____
4. _____
5. _____

5.27.2. The Contractor shall prepare and forward a listing of all Contractor personnel that shall be performing services under this contract upon the contract award date.

5.27.3. During the first ninety (90) 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 Contracting Officer, in writing, within fifteen (15) calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period of the contract, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least fifteen (15) days prior to making any permanent substitutions.

5.27.4. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes (curriculum vitae) for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes shall have comparable qualifications to those of the person(s) being replaced. The Contracting Officer will notify the Contractor within fifteen (15) calendar days after receipt of all required information of the decision on the proposed substitute(s).

5.27.5. For temporary substitutions where the key person will not be reporting to work for three (3) consecutive work days or more, the Contractor will provide a qualified replacement for the key person. This substitute shall have comparable qualifications to the key person. Any period exceeding two (2) weeks will require the procedure as stated above.

5.28. Quality Control (QC).

5.28.1. The contractor shall develop and maintain a program to ensure urology services are performed to meet or exceed performance standards set forth in this PWS.

5.28.2. The Government may evaluate the quality of professional and administrative services provided by the Contractor, but retains no control over the medical, professional aspects of services rendered (e.g., professional judgments, diagnosis for specific medical treatment), in accordance with Federal Acquisition Regulation (FAR) 37.401(b).

5.28.3. The Contractor agrees to provide a standard of care at least equal to that provided by the VA, and agrees to quality assurance monitoring by VA for contract administration purposes as set out in VAAR 852.237-7. Contractor shall participate and comply with all VISN11 Performance Measures.

5.29. Quality Assurance Surveillance Plan (QASP).

5.29.1. Monitoring of Contractor employee(s) time shall be demonstrated through clinical records and surgical time and attendance records. (hard copy or electronic). The Contracting Officer's Technical Representative (COTR) shall be the VA official responsible for monitoring contract compliance. Any incidents of contractor noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer. The COTR may perform surveillance of services by any of the methods listed below:

5.29.2. Methods of Monitoring Performance will include, but not be limited to, the following:

- (1) Observing actual performance;
- (2) Checking clinical records and time and attendance logs;
- (3) Checking operating room records;
- (4) Reviewing minutes of meetings;
- (5) Inspecting the services to determine whether or not the performance meets the performance standards; and
- (6) Review of any other appropriate electronic records.

5.29.3. The following performance standards shall be applicable to the contract:

Measures	PWS Reference	Performance Requirement	Standard	Acceptable Quality Level	Surveillance Method	Incentive	Disincentive (Deduct)
Patient Care Policies	5.15.1. 5.32.1.	Compliance with John D. Dingell VAMC	Contractor's performance shall be evaluated based on compliance with John D. Dingell VAMC patient care policies; i.e., patient safety, medical record guidelines, medication management, informed consent, and patient assessment. VA policies, directives, or handbooks are subject to change during the contract year.	The John D. Dingell VAMC will collect data and monitor performance. The contractor must comply with John D. Dingell VAMC patient care policies. Must meet or exceed 95%.	Checking clinical records and time and attendance sheets.	Favorable contractor performance evaluation.	1 st offense, per quarter consultation with the ACOS and cc: COR and CO 2 nd offense, per quarter 1% will be deducted from contractor invoice and contact from COR and the Contracting Specialist. 3 rd offense, per quarter, 1.5% will be deducted from contractor invoice and contact and

							a Letter of cure will be issued by Contracting Specialist.
Key Personnel Service Coverage	5.3.2.	Urology Staff must be available between the hours of 7:30 to 4pm Monday through Friday.	Qualified personnel are available and in location as needed to properly perform tasks as specified.	No more than one (1)unplanned absence per quarter	Checking clinical records and time and attendance sheets.	Favorable contactor performance evaluation.	1 st offense, per quarter consultation with the ACOS and cc: COR and CO
	5.3.3.	ON Call	Provide consultation to the VA Medical Center twenty-four hours per day, seven days a week, 365 dates a year	99% compliance required	Checking clinical records and time and attendance sheets.	Favorable contactor performance evaluation.	2 nd offense, per quarter 1% will be deducted from contractor invoice and contact from COR and the Contracting Specialist.
							3 rd offense, per quarter, 1.5% will be deducted from contractor invoice and contact and a Letter of cure will be issued by Contracting Specialist.
Clinical Access and measure	5.3.8.1. 5.3.8.2.	Comply with performance measures such as; 98% of patients seen by the Urology service within 14 days of desired date	Must meet the JDDVAMC performance measures	No less the 95% compliance required per quarter	Clinical records and performance measure dashboard	Favorable contactor performance evaluation.	1 st offense per quarter Consultation with ACOS 2 nd offense per quarter Contact from the COR and Contracting specialist 3 rd Letter of cure

Entry of Medical Data	5.7.1. 5.22.4. 5.24.1.	Entry of all acceptable medical data (progress notes, test results, lab letters, medication orders and complete patient encounters)	All applicable medical data (progress notes, test results, lab letters, and medication orders) are entered into the applicable CPRS/VistA package within 24 hours of the patient encounters. Contractor should comply with facility test notification policy	Electronic documentation of all veteran visits shall be entered and signed by the provider within 24hrs of patient encounter. Must meet or exceed 95%	Clinical records and performance measure dashboard	Favorable contactor performance evaluation.	1 st offense per quarter Consultation with ACOS 2 nd offense per quarter Contact from the COR and Contracting specialist 3 rd offense per quarter Letter of cure
Mortality & Morbidity reports	5.14.	Contractor shall provide to the ACOS/Surgery Mortality and Morbidity reports on a timely basis monthly	Rate of intra-op, post-op complications, mortalities, returns to OR, unscheduled admissions, infection rates and Antibiotics started/discontinued timely	>98% reporting compliance required, VASQIP OIE within VA	Monthly review by Office of ACOS	Favorable contactor performance evaluation.	1 st offense per quarter Consultation with ACOS 2 nd offense per quarter Contact from the COR and Contracting specialist. 3 rd offense per quarter Letter of cure
Mandatory Training	5.23. 5.25.7. 5.25.9.	Contractor completes all mandatory required training	Contractor will complete all required training per VAMC policy	>99% compliance required	Contractor to provide documented evidence	Favorable contactor performance evaluation.	Suspension or termination of all physical and/or electronic access privileges and removal from contract until such time as the training is complete
Privacy, Confidentiality and HIPPA	5.22.	Contractor is aware of all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPPA and complies with all standards	>99% of breaches of privacy or confidentiality	>99% compliance required	Contractor to provide evidence of annual training required by VAMC, reports violations per policy	Favorable contactor performance evaluation.	Suspension or termination of all physical and/or electronic access privileges and removal from contract until such time as the retraining is complete

Maintains licensing, registration, and certification	5.26.	Maintains licensing, registration, and certification	Licensing and registration information kept current.	Contract Provider records will be kept 100% up-to-date	Periodic Sampling and Random Sampling	Favorable contractor performance evaluation.	Suspension or termination of all physical and/or electronic access privileges and removal from contract until such time as the licensing, registration, and certification is current
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5.29.4. The VAMC shall monitor the following specific data to ensure contract compliance.

5.29.4.1. Receipt of monthly timesheets by all urology providers assigned by the Contractor to provide services at the John D. Dingell VAMC.

5.29.4.2. Completion of all patient care documentation, via hardcopy or electronic; i.e., pre/post operative note, treatment plans, procedures, progress notes, etc., within assigned timeframes.

5.29.4.3. Validation of urologists' attendance at assigned meetings, if applicable.

5.29.4.4. If any of the services do not conform to contract requirements, reduction in payment may occur as delineated in the QASP.

5.29.4.5. When unacceptable performance occurs; the COR shall inform the Contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the COR shall document the discussion and place it in the COR file. When the COR determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to the Contractor's program manager. The Contractor shall acknowledge receipt of the CDR in writing. The CDR 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 CDR will also state how long after receipt the Contractor has to present this corrective action plan to the COR. The Government shall review the Contractor's corrective action plan to determine acceptability. Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the Contracting Officer.

5.30. Government-Furnished Property And Services.

5.30.1. Equipment. Contract providers shall have joint use of all available equipment for performing services required by this contract:

5.30.2. Personal Protective Equipment (PPE). The Government will furnish the contract provider(s) with appropriate PPE. The Government will be responsible for any repair, cleaning and inventory required for the PPE. This does not include any type of uniform or laboratory coat.

5.31. Performance and Payment Requirements for Services Rendered.

5.31.1. Record Keeping. The VAMC shall establish and maintain a record keeping system that will record the hours worked and services performed by the Contractor's employee(s) to ensure that required services have been received by the JDDVAMC.

5.31.2. Documentation of services performed shall be reviewed prior to certifying payment. The VAMC shall pay for services actually performed and in strict accordance with the price schedule and statement of work. Contract monitoring and record-keeping procedures shall be sufficient to ensure proper payment and allow audit verification that services were provided

5.31.3. The Contractor shall provide, within five (5) days of award of contract, both a clinical and administrative point of contact at the Contractor's site to coordinate services and billing. The Contractor is required to provide the coverage as stated herein and will submit a properly prepared invoice following the end of each month indicating the contract number, Contractor employee(s) names, unit pricing, and the dates and hours worked. The Contractor shall receive payment for the services rendered, which are documented in clinic records, patient records, attendance in VAMC meetings, the sign-in sheet, etc. Contractor employee(s) must have a physical presence at the VAMC for the Contractor to be reimbursed for services unless otherwise authorized. Any authorized activity outside of clinic time will also be documented on this sheet and provide as well the patient's name of all patients treated during that timeframe indicated.

5.31.4. Sums due the Contractor shall be paid monthly, in arrears, upon receipt of a properly prepared invoice submitted by the Contractor and accepted by the Government.

5.31.5. Contractor shall only be paid for actual hours worked at the VA, including non-clinical activity such as reviews, quality committees, etc.

5.32. Compliance with Regulations and Policies.

5.32.1. The Contractor shall perform required services in accordance with the standards of The Joint Commission, established principles and ethics of the medical profession established by the American Medical Association (AMA) and American College of Emergency Physicians (ACEP). The Contractor shall adhere to Veterans Health Administration (VHA) regulations and the policies, procedures, and regulations of the Medical Staff Bylaws of the VAMC . This shall include all Contractor employees to wear an appropriate VA name badge at all times while on the grounds.

5.32.2. The Contractor shall perform required services in compliance with all VA security policies and applicable confidentiality statutes, including 38 U.S.C. 5701, 38 U.S.C. 5705, 38 U.S.C. 7332, 5 U.S.C. 552a (Privacy Act), as well as 45 C.F.R. Parts 160, 162 and 164 (Health Insurance Portability and Accountability Act).

5.32.3. Upon award, the Contractor and all practitioners who provide billable health care services under this contract to the VA shall provide the official National Provider Identifier (NPI) and Taxonomy Code confirmation notice issued by the Centers for Medicare and Medicaid Services (CMS) National Plan and Provider Enumeration System (NPES).

5.32.3. Providers caring for patients and receiving payment for such care from the Department of Veteran Affairs shall meet the current Patient Safety Standards of The Joint Commission.

5.33. Contractor Security and Background Investigation Requirements.

5.33.1. Performance of the urology physician services described in this PWS will require Contractor personnel to complete two background checks: the Special Agreement Check (SAC) and the National Agency Check with Inquiries (NACI). The Contractor shall perform no work on-site at the JDDVAMC until a favorable Special Agreement Check (SAC) result has been received by the Contracting Officer. Once a favorable result is received, a notice to proceed will be issued to the Contractor.

5.33.1.1. The SAC consists of fingerprinting and a national criminal history check (NCHC). This process takes approximately 7-10 business days, and results are sent to the Contractor, COR, and the Contracting Officer. Once a favorable result is received, the Contractor's employee may be eligible to receive an identification card and begin working.

5.33.1.2. The NACI is a lengthier background check that is required for personnel performing services for a period greater than 180 days. This investigation is performed by the Office of Personnel Management, but is facilitated by the Department of Veterans Affairs' VA Service Center (VSC). This process may take as little as 60 days, or may take several months to complete. The NACI is initiated concurrently with the SAC. A Contractor employee who receives a favorable SAC may begin working (even while the NACI is pending).

5.33.1.3. The Contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract.

5.33.1.4. Costs. There is no cost to the Contractor for the SAC. However, there is a cost for a NACI. The Contractor shall be responsible for the cost of all NACIs. Payment may be made directly to the VSC. Failure to pay the VSC directly will result in a deduction in payment for the Contractor's invoice. This deduction shall only cover the cost of the NACIs.

5.33.1.5. Security Badge and PIV Card Requirements. VA will issue a Security Badge or PIV Card to each Contractor employee who is to be given routine, unescorted access to VA facilities or access to VA systems and does not already possess a Security Badge or PIV Card. VA will not issue the Security Badge or PIV Card until the Contractor employee has successfully cleared the FBI National Criminal History Fingerprint Check. Security Badge or PIV Cards shall identify individuals as contractor employees. Contractor employees shall display their Security Badge or PIV Cards on their persons at all times while working in a VA facility and shall present their cards for inspection upon request by VA officials or VA security personnel.

5.33.2. Security Training. If access is given to VA information assets or resources (e.g. VA computer network), the Contractor's employee shall complete security training and sign a copy of the Rules of Behavior prior to having access. Copies of the signed Rules of Behavior will be provided to the Contracting Officer's Representative (COR) for retention in the contract file. Security training will be accomplished annually or in accordance with the Office of Cyber and Information Security requirements. In addition, if providing medical services, Contractor

employee(s) will attend Computerized Patient Record System (CPRS) training prior to providing any patient care services, including on-call/emergency coverage at the VAMC. The Contractor employee will document patient care in CPRS to comply with all VA and The Joint Commission standards.

5.33.2.1. As VA routinely reviews and updates policies and procedures covering contractor computer access, this contract may be modified to reflect new policies and procedures during the term of this agreement. This includes any new training requirements from regulatory sources.

5.34. VA Cyber Security and Privacy Training Requirements.

5.34.1. Definitions:

"Information technology resources" means any equipment or interconnected system or subsystem of equipment, including telecommunications equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information.

"VA sensitive information" means all VA Department data, on any storage media or in any form or format, which requires protection due to the risk of harm that could result from inadvertent or deliberate disclosure, alteration, or destruction of the information. The term includes information whose improper use or disclosure could adversely affect the ability of an agency to accomplish its mission, proprietary information, records about individuals requiring protection under various confidentiality provisions such as Privacy Act and the HIPAA Privacy Rule, and information that can be withheld under the Freedom of Information Act. Examples of VA sensitive information include the following: individually-identifiable medical, benefits, and personnel information; financial, budgetary, research, quality assurance, confidential commercial, critical infrastructure, investigatory, and law enforcement information; information that is confidential and privileged in litigation such as information protected by the deliberative process privilege, attorney work-product privilege, and the attorney-client privilege; and other information which, if released, could result in violation of law or harm or unfairness to any individual or group, or could adversely affect the national interest or the conduct of federal programs.

5.34.2. All Contractor employees requiring access to VA information technology resources shall complete the following prior to contract performance and annually thereafter:

- (1) Successfully complete (VA Privacy and Information Security Awareness and Rules of Behavior)

- (2) Successfully complete VA 10203(Privacy and HIPAA training)

5.34.2.3. The Contractor shall provide a copy of VA Cyber Security training certificates and VA 10203 VA Privacy and HIPAA Training certificates for each applicable employee to the Contracting Officer prior to contract performance and annually thereafter. These online courses are located at the following web site: www.tms.va.gov

5.34.2.4. All Contractor employees that do not have access to VA information technology resources, but do have access to VA sensitive information shall annually complete VA Privacy

and HIPPA Training and VA 10176 (VA Privacy and Information Security Awareness and Rules of Behavior). The Contractor shall provide a copy of VA Privacy and HIPPA Training certificates for each applicable employee to the Contracting Officer prior to contract performance and annually thereafter. This course is available online at: www.tms.va.gov
VA Privacy and HIPPA Training

5.34.2.5. The contractor shall provide to the contracting officer and/or the COTR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

5.34.2.6. Failure to complete mandatory training within the timeframe required will be grounds for suspension or termination of all physical and/or electronic access privileges and removal from work on the contract until such time as the training is completed. In addition, the contract may be terminated for cause should the Contractor fail to meet mandatory training requirements.

5.35. VA Information Security Requirements.

5.35.1. All Contractor employees under this contract who will be accessing the VA computer network are required to agree to and comply with VISN 11 Rules of Behavior (Computer Access Agreement). When Contractor employees first connect to the VA computer network, and annually thereafter, they will be required to read and electronically agree to the VISN 11 Rules of Behavior. (NOTE: other "Rules of Behavior" such as VPN rules of behavior may also require signatures based on which systems the non-VA user accesses.)

5.35.2. Contractor employees shall not access VA systems or data beyond that which is absolutely necessary to complete the terms of the contract. Upon termination of the contract, all VA owned computer equipment or other devices that have stored or processed sensitive data will be immediately returned to the VA. Any Contractor-owned computer equipment (including back-up equipment) or other devices that contain VA sensitive data must be sanitized of VA data by the Contractor at termination of contract, and prior to reuse.

5.35.3. Remote Access. Only VA-approved remote access solutions, certified and accredited in accordance with VA Directive may be used. All remote connections to VA networks must be through VA authorized configurations and access points. The assigned VA Information Security Officer can identify approved methods and access point. Data may not be transmitted across the Internet unencrypted and must be protected by either (VA-VPN) VA Virtual Private Network or other VA approved encryption process (Example: PKI - Public Key Infrastructure). Systems will meet VA Directive 6500 and follow National Institute of Standards and Technology (NIST) standards.

5.35.4. Computers used to access the VA network remotely will be protected with up to date antivirus, operating system and application patches, security configurations and approved firewalls. The Contractor will use equipment and software manufacturer best practices for securing systems. The Contractor will diligently protect devices that store, view or process VA sensitive data from security flaws as the flaws become publicly known through such security organizations as US-CERT (<http://www.us-cert.gov/>) and information from the SANS (SysAdmin, Audit, Network, Security) Institute <http://www.sans.org>. The Contractor will make

sure that any backup systems used will similarly protect the integrity and security of VA sensitive data. As used in this contract, the terms “VA data” and “VA information” means information provided by or received from the VA or VA beneficiaries in the performance of the contract.

5.35.5. Computers used to access the VA network remotely, if any, must be protected with strong passwords. As users change, passwords and access must be changed. Systems containing VA sensitive data or access will be protected with automatic password protected screensavers that activate within 15 minutes of non-use. Strong passwords are a combination of 3 of the following four characters (at least 8 characters long):

- (1) Upper case letters
- (2) Lower case letters
- (3) Numbers
- (4) Special characters

5.35.6. The Contractor and staff shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards used for protecting sensitive equipment or data.

5.35.7. The VA reserves the right to isolate any equipment provided by the contractor and directly connected to the VA network into a virtual LAN. Should the VA elect to set up such a VLAN, the contractor will provide a list of ports, addresses and other information describing the minimum necessary ports needed as required for the VA to set up an access control list for the virtual LAN.

5.35.8. Contractor users are prohibited from using VA data, equipment or services for any activity that is not specifically part of the contracted services. The Contractor will assure that no one will be allowed access to VA sensitive data, systems or areas that have not conformed to the training and documentation required. Contractors will require that subcontractors given access to VA sensitive data, systems or areas will meet all the security requirements of this contract. The contractor will not allow VA sensitive data to be transmitted to foreign countries.

5.35.9. PHYSICAL PROTECTION: Equipment involved with sensitive data should be housed and protected in such a way that reduces the risks from environmental threats and hazards and the opportunities for unauthorized access, use, removal or theft.

5.35.10. Systems that store or process VA data will be protected with VA approved encryption (typically FIPS 140-2 compliant). A listing of FIPS 140-2 compliant software can be found at: <http://csrc.nist.gov/cryptval/140-1/1401val2004.htm>

5.35.11. Any security violations or suspected violations shall be immediately reported to the VA Contracting Officer and the assigned Information Security Officer (ISO).

5.35.11. When requested by the Contracting Officer, the Contractor agrees to provide physical access to their facilities and documentation as needed to determine compliance with the VA Information Security Requirements listed above.

5.35.12. Secured Fax Information. All fax cover sheets must include the following statement:

Urologist Physicians Services
Performance Work Statement
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This fax is intended only for the use of the person or office to which it is addressed and may contain information that is privileged, confidential, or protected by law. All others are hereby notified that the receipt of this fax does not waive any applicable privilege or exemption for disclosure and that any dissemination, distribution, or copying of this communication is prohibited. if you have received this fax in error, please notify this office immediately at the telephone number list.

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