

PERFORMANCE WORK STATEMENT

Pulmonary Services Sioux Falls VA Health Care System

The Contractor shall furnish all personnel to provide services necessary to perform onsite Pulmonary Physician Services to eligible beneficiaries of the Department of Veterans Affairs Medical Center, Sioux Falls, SD (hereinafter referred to as SFVAHCS). The contract physician (s)' care shall cover the range of Pulmonary services as would be provided in a state-of-the-art civilian medical treatment facility and the standard of care shall be of a quality, meeting or exceeding currently recognized national standards as established by the American College of Chest Physicians Guidelines & Topic Collections - American College of Chest Physicians (chestnet.org)

The Sioux Falls VA Health Care System (SFVAHCS) has a requirement for a 1.0 FTE board certified pulmonologist. A 1.0 FTE is defined by 80 hours every two weeks, 2080 hours per year. In addition, the contractor shall provide after hour telephonic consultation services from 4:30pm to 8:00am Monday through Friday and weekends and Federal Government Holidays.

Place of Performance: Services shall be provided on site, VAMC, Sioux Falls, SD 2501 W 22nd Street, Sioux Falls, SD 57105

Period of Performance: 4/1/2024 to 03/31/2024 (tentative)

Performance Work Statement – Pulmonary Services Sioux Falls VA Health Care System

SCHEDULE OF SERVICES

The Contractor shall furnish all personnel to provide services necessary to perform onsite Pulmonary Physician Services to eligible beneficiaries of the Department of Veterans Affairs Medical Center, Sioux Falls, SD (hereinafter referred to as VAMC). The contract physician (s)' care shall cover the range of Pulmonary services as would be provided in a state-of-the-art civilian medical treatment facility and the standard of care shall be of a quality, meeting or exceeding currently recognized national standards as established by the American College of Chest Physicians [Guidelines & Topic Collections - American College of Chest Physicians \(chestnet.org\)](https://www.chestnet.org)

The Sioux Falls VA Health Care System (SFVAHCS) has a requirement for a 1.0 FTE board certified pulmonologist. A 1.0 FTE is defined by 80 hours every two weeks, 2080 hours per year. In addition, the contractor shall provide after hour telephonic consultation services from 4:30pm to 8:00am Monday through Friday and weekends and Federal Government Holidays.

Place of Performance: Services shall be provided on site, VAMC, Sioux Falls, SD 2501 W 22nd Street, Sioux Falls, SD 57105

Period of Performance: April 1st 2024 to March 31st 2028, if all options are exercised

Base Period: April 1 2024 - March 31 2025

| CLIN NO. | SUB-CLIN | Description | Qty. | Unit | Unit Cost | Total Annual Cost |
|----------|----------|---|------|-------|-----------|-------------------|
| 0001 | None | 1.0 FTE On Site Board Certified or Board Eligible Pulmonary Physician Service | 2000 | Hours | 300 | \$600,000.00 |

| | | | | | | |
|-----------------------|------|---|------|-------|-----|--------------|
| 0002 | None | On-Call Services - Available within 15 minutes by phone; includes phone call only consultations | 6760 | Hours | 7 | \$47,320.00 |
| 0003 | None | On Site Call-Back - Available on site within 60 minutes (Minimum 1-hour charge and 15-minute increments thereafter, time starts when arrives on site) | 40 | Hours | 300 | \$12,000.00 |
| Total for Base | | | | | | \$659,320.00 |

Option year 1: April 1, 2025 - March 31, 2026

| CLIN NO. | SUB-CLIN | Description | Qty. | Unit | Unit Cost | Total Annual Cost |
|-----------------------|----------|---|------|-------|-----------|-------------------|
| 0001 | None | 1.0 FTE On Site Board Certified or Board Eligible Pulmonary Physician Service | 2000 | Hours | 304.56 | \$609,120.00 |
| 0002 | None | On-Call Services - Available within 15 minutes by phone; includes phone call only consultations | 6760 | Hours | 7 | \$47,320.00 |
| 0003 | None | On Site Call-Back - Available on site within 60 minutes (Minimum 1-hour charge and 15-minute increments thereafter, time starts when arrives on site) | 40 | Hours | 304.56 | \$12,182.40 |
| Total for Base | | | | | | \$668,622.40 |

Option year 2: April 1 2026 - March 31 2027

| CLIN NO. | SUB-CLIN | Description | Qty. | Unit | Unit Cost | Total Annual Cost |
|-----------------------|----------|---|------|-------|-----------|-------------------|
| 0001 | None | 1.0 FTE On Site Board Certified or Board Eligible Pulmonary Physician Service | 2000 | Hours | 309.19 | \$618,380.00 |
| 0002 | None | On-Call Services - Available within 15 minutes by phone; includes phone call only consultations | 6760 | Hours | 7 | \$47,320.00 |
| 0003 | None | On Site Call-Back - Available on site within 60 minutes (Minimum 1-hour charge and 15-minute increments thereafter, time starts when arrives on site) | 40 | Hours | 309.19 | \$12,367.60 |
| Total for Base | | | | | | \$678,067.60 |

Option 3: April 1, 2027 - March 31, 2028

| CLIN NO. | SUB-CLIN | Description | Qty. | Unit | Unit Cost | Total Annual Cost |
|----------|----------|---|------|-------|-----------|-------------------|
| 0001 | None | 1.0 FTE On Site Board Certified or Board Eligible Pulmonary Physician Service | 2000 | Hours | 313.89 | \$627,780.00 |
| 0002 | None | On-Call Services - Available within 15 minutes by phone; includes phone call only consultations | 6760 | Hours | 7 | \$47,320.00 |
| 0003 | None | On Site Call-Back - Available on site within 60 minutes (Minimum 1-hour charge and 15-minute increments thereafter, time starts when arrives on site) | 40 | Hours | 313.89 | \$12,555.60 |

| Total for Base | | | | | | \$687,655.60 |
|--|----------|---|------|-------|-----------|-------------------|
| Option 4: April 1, 2028 - March 31, 2029 | | | | | | |
| CLIN NO. | SUB-CLIN | Description | Qty. | Unit | Unit Cost | Total Annual Cost |
| 0001 | None | 1.0 FTE On Site Board Certified or Board Eligible Pulmonary Physician Service | 2000 | Hours | 318.66 | \$637,320.00 |
| 0002 | None | On-Call Services - Available within 15 minutes by phone; includes phone call only consultations | 6760 | Hours | 7 | \$47,320.00 |
| 0003 | None | On Site Call-Back - Available on site within 60 minutes (Minimum 1-hour charge and 15-minute increments thereafter, time starts when arrives on site) | 40 | Hours | 318.66 | \$12,746.40 |
| Total for Base | | | | | | \$697,386.40 |
| | | | | | | \$3,391,052.00 |

1. GENERAL:

- 1.1. Services Provided: The Contractor shall provide 1.0 Full Time Equivalent (FTE) Board Certified Pulmonary and Sleep Medicine Certified Physician Services on site in accordance with the specifications contained herein to beneficiaries of the Department of Veterans Affairs (VA) and the Sioux Falls VA Health Care System (SFVAHCS).
- 1.2. Place of Performance - SFVAHCS, 2501 W 22nd Street, Sioux Falls, SD 57105
- 1.3. Authority: Title 38 USC 8153, Health Care Resources (HCR) sharing Authority and FAR 12 in combination with FAR 13.
- 1.4. Policy/Handbooks:
 - 1.4.1. VHA Handbook 1100.17: National Practitioner Data Bank Reports:
https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2135
 - 1.4.2. VHA Handbook 1100.18: Reporting and Responding to State Licensing Boards:
https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=9174
 - 1.4.3. VHA Handbook 1100.19: Credentialing and Privileging:
https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2910
 - 1.4.4. VHA Directive 1100.20 Credentialing of Health Care Providers:
https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=9444
 - 1.4.5. VHA Directive 1088 Communicating Test Results to Providers and Patients:
www.va.gov/vhapublications/viewpublication.asp?pub_id=3148
 - 1.4.6. VHA Directive 1192.01: Seasonal Influenza Prevention Program:
https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=5472
 - 1.4.7. VHA Directive 1220: Facility Procedure Complexity Designation Requirements to Perform Invasive Procedures In Any Clinical Setting:
https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=8365
 - 1.4.8. VA Directive 1663: Health Care Resources Contracting - Buying:
https://www.va.gov/vapubs/viewPublication.asp?Pub_ID=969&FType=2
 - 1.4.9. VHA Directive 1907.01: VHA Health Information Management and Health Records:
https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=9235
 - 1.4.10. Privacy Act of 1974 (5 U.S.C. 552a) as amended:
http://www.justice.gov/oip/foia_updates/Vol_XVII_4/page2.htm
 - 1.4.11. VHA Directive 1230(5) Outpatient Scheduling Processes and Procedures
[VHA Publications \(va.gov\)](https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=9235)
- 1.5. Definitions/Acronyms- Terms used in this contract shall be interpreted as follows unless the context expressly requires a different construction and/or interpretation. In case of a conflict in language between the Definitions and other sections of this contract, the language in this section shall govern.
 - 1.5.1. ABIM: American Board of Internal Medicine www.abim.org
 - 1.5.2. ACGME: Accreditation Council for Graduate Medical Education
 - 1.5.3. ACLS: Advanced Cardiac Life Support
 - 1.5.4. AOD: Admitting Officer of the Day
 - 1.5.5. BLS: Basic Life Support
 - 1.5.6. CCNE: Commission on Collegiate Nursing Education
 - 1.5.7. CDC: Centers for Disease Control and Prevention

- 1.5.8. CDR: Contract Discrepancy Report
- 1.5.9. CEU, Certified Education Unit
- 1.5.10. CME: Continuing Medical Education
- 1.5.10. CMS: Centers for Medicare and Medicaid Services
- 1.5.11. 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.
- 1.5.12. 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.
- 1.5.13. COS: Chief of Staff
- 1.5.14. COVID-19: Coronavirus Disease 2019
- 1.5.15. CPARS: Contractor Performance Assessment Reporting System
- 1.5.16. CPRS: Computerized Patient Recordkeeping System- electronic health record system used by the VA.
- 1.5.17. Credentialing: Credentialing is the systematic process of screening and evaluating qualification and other credentials, including licensure, required education, relevant training and experience and current competence and health status.
- 1.5.18. DEA: Drug Enforcement Agency
- 1.5.19. ED: Emergency Department
- 1.5.20. HER: Electronic Health Record – electronic health record system used by the VA
- 1.5.21. FSMB: Federation of State Medical Boards
- 1.5.22. 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.
- 1.5.23. HHS: Department of Health and Human Services
- 1.5.23. HIPAA: Health Insurance Portability and Accountability Act
- 1.5.24. HR: Human Resources
- 1.5.25. ISO: Information Security Officer
- 1.5.26. Medical Emergency- a sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity that the absence of immediate medical attention could reasonably result in: Permanently placing a patient's health in jeopardy, causing other serious medical consequences, causing impairments to body functions, or causing serious or permanent dysfunction of any body-organ or part.
- 1.5.27. MOD: Medical Officer of the Day
- 1.5.28. National Provider Identifier (NPI): NPI is a standard, unique 10-digit numeric identifier required by HIPAA. The Veterans Health Administration must use NPis in all HIPAA-standard electronic transactions for individual (health care practitioners) and organizational entities (medical centers).
- 1.5.29. NLNAC: National League for Nursing Accrediting Commission. www.nlnac.org
- 1.5.30. Non-Contract Provider - any person, organization, agency, or entity that is not directly or indirectly employed by the Contractor or any of its subcontractors
- 1.5.31. NP: Nurse Practitioner
- 1.5.32. NPPES: National Plan and Provider Enumeration System
- 1.5.33. PA: Physician Assistant
- 1.5.34. PALS: Pediatric Advanced Life Support
- 1.5.35. POP: Period of Performance

- 1.5.36. PPD: Purified Protein Derivative
- 1.5.37. PWS: Performance Work Statement
- 1.5.38. Privileging (Clinical Privileging): Privileging is the process by which a practitioner, licensed for independent practice; e.g., without supervision, direction, required sponsor, preceptor, mandatory collaboration, etc.; is permitted by law and the facility to practice independently, to provide specific medical or other patient care services within the scope of the individual's license, based upon the individual's clinical competence as determined by peer references, professional experience, health status, education, training and licensure. Clinical privileges must be facility-specific and provider-specific.
- 1.5.39. QA/QI: Quality Assurance/Quality Improvement
- 1.5.40. QM/PI: Quality Management/Performance Improvement
- 1.5.41. OASP: Quality Assurance Surveillance Plan
- 1.5.42. SFVAHCS: Sioux Falls VA Health Care System
- 1.5.43. Veterans Health Administration (VHA): The central office for administration of the VA medical centers throughout the United States. The VHA is located in Washington, D.C.
- 1.5.44. Veterans Integrated Services Network (VISN): The regional oversight for the VA medical centers in Michigan and Indiana.
- 1.5.45. VISTA (Veterans Integrated Systems Technology Architecture): A PC based system that will capture and store clinical imagery, scanned documents and other non-textual data files and integrates them into patient's medical record and with the hospital information system.
- 1.5.46. VetPro: a federal web-based credentialing program for healthcare providers.
- 1.5.47. Veterans Affairs Medical Center (VAMC): Unless identified with the name of a different VA medical Center, for purposes of this contract, this term shall mean the Sioux Falls SD Medical Center or SFVAHCS.

2. QUALIFICATIONS:

2.1. Staff/Facility

- 2.1.1. License: The Contractor's physician(s) assigned by the Contractor to perform the services covered by this contract shall have a current license to practice medicine in any State, Territory, or Commonwealth of the United States or the District of Columbia) when services are performed onsite on VA property. All licenses held by the personnel working on this contract shall be full and unrestricted licenses. Contractor's physician(s) who have current, full and unrestricted licenses in one or more states, but who have, or ever had, a license restricted, suspended, revoked, voluntarily revoked, voluntarily surrendered pending action or denied upon application will not be considered for the purposes of this contract.
- 2.1.2. All contractor's physician(s) shall Board Certified/Board Eligible by the American Board of Internal Medicine in Pulmonary Disease (<http://www.abim.org/exam/certification/pulmonary-disease.aspx>), and be currently certified in Basic Life Support (BLS) Advanced Cardiac Life Support (ACLS) or equivalency. All continuing education courses required for maintaining certification must always be kept up to date. Documentation verifying current certification shall be provided by the Contractor to the VA COR on an annual basis for each year of contract performance.
- 2.1.3. Credentialing and privileging is to be done in accordance with the provisions of VHA

Handbook 1100.19 and VHA Directive 1100.20 referenced above. The Contractor is responsible to ensure that proposed physician(s) possesses the requisite credentials enabling the granting of privileges. No services shall be provided by any contractor's physician(s) prior to obtaining approval by the SFVAHCS Professional Standards Board, Medical Executive Board and Medical Center Director

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

| Training | Frequency (once a year, etc.) | Hours |
|--|---|-------------------|
| <i>BLS</i> | <i>Every Quarter</i> | <i>30 minutes</i> |
| <i>ACLS</i> | <i>Every Quarter</i> | <i>30 minutes</i> |
| <i>Information Security and Rules of Behavior VA 10176</i> | <i>Yearly</i> | <i>1 hour</i> |
| <i>Privacy and HIPAA Focused Training VA 10203</i> | <i>Yearly</i> | <i>0.5 hours</i> |
| <i>CPRS</i> | <i>Once at start of contract</i> | <i>1 hour</i> |
| <i>Radiation Safety</i> | <i>Once at start of contract or provider must provide proof of completion</i> | |
| <i>Fluoroscopy Training</i> | <i>Once at start of contract</i> | <i>1 hour</i> |
| <i>Military Sexual Trauma</i> | <i>Once at start of contract</i> | <i>0.5 hours</i> |

- 2.1.7. Standard Personnel Testing (PPD, etc.): Contractor shall provide proof of the following tests for physicians within five (5) calendar days after contract award and prior to the first duty shift to the COR and Contracting Officer. Tests shall be current within the past

year.

- 2.1.7.1. TUBERCULOSIS TESTING: Contractor shall provide proof of a negative Tuberculosis Skin Test (TST) or interferon-gamma release assays (IGRA) for all Contractor's physician(s) upon hire in accordance with CDC guidance. (This is applicable to all health care workers). A negative chest radiographic report for active tuberculosis shall be provided in cases of positive TST or IGRA results.
- 2.1.7.2. MEASLES, MUMPS, & RUBELLA TESTING: Contractors shall provide proof of immunity for all Contractor physicians (This is applicable to all health care workers).
- 2.1.7.3. VARICELLA: Contractors shall provide proof of immunity for all Contractor physicians {This is applicable to all health care workers}.
- 2.1.7.4. ACCELLULAR PERTUSSIS: Contractors shall provide proof of 1 dose of Tdap vaccination for all Contractor physicians (This is applicable to all health care workers).
- 2.1.7.5. INFLUENZA: Contractors shall provide proof that all Contractor physicians have received the annual Influenza vaccine unless it is contraindicated. If the Contractor physician has a medical contraindication to the vaccine, they shall be required to wear a mask during the Influenza season. (This is applicable to all health care workers).
- 2.1.7.6. COVID-19: Contractors shall comply with VHA Supplemental Contract Requirements for Combatting COVID-19 (This is applicable to all health care workers). – See Section D attachment.
- 2.1.7.7. OSHA REGULATION CONCERNING OCCUPATIONAL EXPOSURE TO BLOODBORNE PATHOGENS: Contractor shall provide evidence of completing and passing generic self-study blood-borne pathogen training for all Contractor's physician(s) (This is applicable to all health care workers); provide their own Hepatitis B vaccination series and hepatitis B surface antigen test results following the hepatitis B vaccination series; maintain an exposure determination and control plan; maintain required records; and ensure that proper follow-up evaluation is provided following an exposure incident.
- 2.1.7.8. The VAMC shall notify the Contractor of any significant communicable disease exposures as appropriate. Contractor shall adhere to current CDC/HICPAC Guideline for Infection Control in health care personnel (as published in American Journal for Infection Control- AJIC 1998; 26:289-354 <http://www.cdc.gov/hicpac/pdf/InfectControl98.pdf>) for disease control. Contractor shall provide follow up documentation of clearance to return to the workplace prior to their return.
- 2.1.8. National Provider Identifier (NPI): NPI is a standard, unique 10-digit numeric identifier required by HIPAA. The Veterans Health Administration must use NPIs in all HIPAA-standard electronic transactions for individual (health care practitioners) and organizational entities (medical centers). The Contractor shall have or obtain appropriate NPI and if pertinent the Taxonomy Code confirmation notice issued by the Centers for Medicare and Medicaid Services (CMS) National Plan and Provider Enumeration System (NPPES) be provided to the Contracting Officer with the proposal.
- 2.1.9. DEA - Contractor shall provide copy of current DEA certificate in South Dakota where services will be provided under this contract.
- 2.1.10. Conflict of Interest: The Contractor and all contractor's physician(s) are responsible for

identifying and communicating to the CO and COR conflicts of interest at the time of proposal and during the entirety of contract performance. At the time of proposal, the Contractor shall provide a statement which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided. The Contractor shall also provide statements containing the same information for any identified consultants or subcontractors who shall provide services. The Contractor must also provide relevant facts that show how it's organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest. These statements shall be in response to the VAAR provision 852.209-70 Organizational Conflicts of Interest and fully outlined in response to the subject attachment in Section D of the solicitation document.

2.1.11. Citizenship related Requirements:

- 2.1.11.1. The Contractor certifies that the Contractor shall comply with any and all legal provisions contained in the Immigration and Nationality Act of 1952, As Amended; its related laws and regulations that are enforced by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor as these may relate to non-immigrant foreign nationals working under contract or subcontract for the Contractor while providing services to Department of Veterans Affairs patient referrals;
- 2.1.11.2. While performing services for the Department of Veterans Affairs, the Contractor shall not knowingly employ, contract or subcontract with an illegal alien; foreign national non-immigrant who is in violation their status, as a result of their failure to maintain or comply with the terms and conditions of their admission into the United States. Additionally, the Contractor is required to comply with all "E-Verify" requirements consistent with "Executive Order 12989" and any related pertinent Amendments, as well as applicable Federal Acquisition Regulations.
- 2.1.11.3. If the Contractor fails to comply with any requirements outlined in the preceding paragraphs or its Agency regulations, the Department of Veterans Affairs may, at its discretion, require that the foreign national who failed to maintain their legal status in the United States or otherwise failed to comply with the requirements of the laws administered by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor, shall be prohibited from working at the Contractor's place of business that services Department of Veterans Affairs patient referrals; or other place where the Contractor provides services to veterans who have been referred by the Department of Veterans Affairs; and shall form the basis for termination of this contract for breach.
- 2.1.11.4. This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. 1001.
- 2.1.11.5. The Contractor agrees to obtain a similar certification from its subcontractors. The certification shall be made as part of the offerors response to the RFP using the subject attachment in Section D of the solicitation document.

- 2.1.12. Annual Office of Inspector General (OIG) Statement: In accordance with HIPAA and the Balanced Budget Act (BBA) of 1977, the Department of Health and Human Services (HHS) Office of Inspector General (OIG) has established a list of parties and entities excluded from Federal health care programs. Specifically, the listed parties and entities may not receive Federal Health Care program payments due to fraud and/or abuse of the Medicare and Medicaid programs.
- 2.1.12.1. Therefore, Contractor shall review the HHS OIG List of Excluded Individuals/Entities on the HHS OIG web site at <http://oig.hhs.gov/exclusions/index.asp> to ensure that the proposed contractor's physicians (s) are not listed. Contractor should note that any excluded individual or entity that submits a claim for reimbursement to a Federal health care program, or causes such a claim to be submitted, may be subject to a Civil Monetary Penalty (CMP) for each item or service furnished during a period that the person was excluded and may also be subject to treble damages for the amount claimed for each item or service. CMP's may also be imposed against the Contractor that employ or enter into contracts with excluded individuals to provide items or services to Federal program beneficiaries.
- 2.1.12.2. By submitting their proposal, the Contractor certifies that the HHS OIG List of Excluded Individuals/Entities has been reviewed and that the Contractors are and/or firm is not listed as of the date the offer/bid was signed.
- 2.2. Clinical/Professional Direction: 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 and VHA Directive 1100.20. 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 contract physicians (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 Contract physician (s) furnishing services. To carry out this responsibility, the Contractor shall provide or certify that the following is provided for all their staff providing services under the resultant contract:

- 2.7.1. Workers' compensation
 - 2.7.2. Professional liability insurance
 - 2.7.3. Health examinations
 - 2.7.4. Income tax withholding, and
 - 2.7.5. Social security payments.
- 2.8. Tort Liability: The Federal Tort Claims Act does not cover Contractor or contract physician(s). When a Contractor or contract physician(s) has been identified as a provider in a tort claim, the Contractor shall be responsible for notifying their legal counsel and/or insurance carrier. Any settlement or judgment arising from a Contractor's (or contract physician(s)) action or non-action shall be the responsibility of the Contractor and/or insurance carrier.
- 2.9. Key Personnel:
- 2.9.1. The VA Full Time Equivalency (FTE): FTE is defined by VA as a minimum of 80 hours every two weeks and does not include holidays.
 - 2.9.2. The number of Board Certified/Board Eligible Pulmonary physicians required to be on site on a daily basis is 1.0 FTE as defined in paragraph Hours of Operation in this section.
 - 2.9.3. The Contractor shall be responsible for providing coverage to the VA during periods of vacancies of the Contractor's personnel due to sick leave, personal leave, vacations and additional coverage as required. **In the event a scheduled physician is unable to complete an assigned shift, the contractor shall provide replacement physician coverage within 2 hours and notify the Contracting Office Representative (COR) at the Sioux Falls SD VA Hospital immediately of the schedule change.**
 - 2.9.4. Personnel Substitutions: During the first ninety (90) calendar days of performance, the Contractor shall make NO substitutions of key personnel unless the substitution is necessitated by illness, death or termination of employment. The Contractor shall notify the CO, in writing, within thirty (30) calendar day (s) after the occurrence of any of these events and provide the information required below. After 90 days, the Contractor shall submit the information required below to the CO at least thirty (30) calendar days prior to making any permanent substitutions.
 - 2.9.4.1. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the CO. Proposed substitutes shall have comparable qualifications to those of the persons being replaced. The CO will notify the Contractor within thirty (30) calendar days after receipt of all required information of the decision on the proposed substitutes. The contract will be modified to reflect any approved changes of key personnel.
 - 2.9.4.2. For temporary substitutions where the key person shall not be reporting to work for ten (10) consecutive workdays 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.
 - 2.9.4.3. 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.

- 2.9.4.4. 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. Normal Clinic Hours for VA Pulmonary Clinic: SFVAHCS Pulmonary department operates Monday- Friday from 8:00am to 4:30pm.
- 3.2. Work Schedule: Contractor shall be assigned to a daytime tour of 8:00am to 4:30pm. The Sioux Falls VA Health Care system reserves the right to flex shifts to accommodate changes in workload demands. If any changes are needed the Sioux Falls VAHCS will give 30 days' notice prior to the change in shift.
- 3.2.1. Patients must be seen by a contract physician (s) on-site at the SFVAHCS in a timely manner in accordance with VA Rules and Regulations on clinic wait times and consult completion. Contractor shall notify the COR at least monthly about any obstacles to meeting this performance measure.
- 3.2.2. Contract Physician(s) shall be available and present in clinic during normal SFVAHCS clinic hours.
- 3.2.3. Off-hours Coverage: Contractor must provide after hour coverage during all hours when the SFVAHCS Pulmonary clinic is closed, including evenings, weekends and holidays.
- 3.2.3.1. On-call contractor's physicians must be available at all times for phone consultations with VA residents and physicians.
- 3.2.3.2. On-call providers must be available within 15 minutes by phone and on-site within 60 minutes.
- 3.3. Federal Holidays: The following holidays are observed by the Department of Veterans Affairs:
- New Year's Day
 - President's Day
 - Martin Luther King's Birthday
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veterans Day
 - Thanksgiving
 - Christmas

- Any day specifically declared by the President of the United States to be a national holiday.
- 3.4. Cancellations: In the event of appointment cancellation, SFVAHCS will be responsible for rescheduling patient's appointment as per physician's recommendation with procedures, other appointments or labs if possible, using protocol in VHA Directive 1230 as well as our local policy SFVHACS Clinic Cancellation Policy 11-212.
- 3.4.1. Unless a state of emergency has been declared, the Contractor shall be responsible for providing services.

4. CONTRACTOR RESPONSIBILITIES

- 4.1. Clinical Personnel Required: The Contractor shall provide contract physician (s) who are competent, qualified per this performance work statement and adequately trained to perform assigned duties.
- 4.1.1. Contract physician(s) shall be responsible for signing in and out when in attendance. Time sheets will be used by the COR to confirm hours/day and services provided against the contractor's invoices.
- 4.2. Standards of Care: The contract physician (s)' care shall cover the range of Pulmonary services as would be provided in a state-of-the-art civilian medical treatment facility and the standard of care shall be of a quality, meeting or exceeding currently recognized TJC, VA and national standards as established by:
- 4.2.1. American College of Chest Physicians Guidelines: <http://www.chestnet.org/Guidelines-and-Resources/Guidelines-and-Consensus-Statements/Evidence-Based-Medicine-Overview>
- 4.2.2. The professional standards of the Joint Commission (TJC) http://www.jointcommission.org/standards_information/standards.aspx
- 4.2.3. The standards of the American Hospital Association (AHA) <http://www.hpoe.org/resources?show=100&type=8> and;
- 4.2.4. The requirements contained in this PWS
- 4.2.5. VHA Directive 1230(5) Outpatient Scheduling Processes and Procedures
- 4.2.6. VHA Publications (va.gov)
- 4.2.7. VHA Directive 1232(4) Consult Processes and Procedures

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.552a (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. Health 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' (24VA10A7). 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 provided to VA patients are captured in the VA electronic health

record system as required by VA policy as discussed in 4.4.4.

- 4.3.3. Disclosure: Contractor's physician(s) may have access to patient medical records for the purpose of providing medical care and services to VA patients and performing services under the contract; however, Contractor shall obtain permission from the VA before disclosing any patient information outside VA. VA authorizes the contractor to discuss patient health information for coordination of care within community health care providers in compliance with VA regulations, HIPAA, and VHA Directive 1605.01, Privacy and Release of Information. The penalties and liabilities for the unauthorized disclosure of VA patient information mandated by the statutes and regulations mentioned above, apply to the Contractor.
- 4.3.4. Professional Standards for Documenting Care: Care shall be appropriately documented in medical records in accordance with standard commercial practice and guidelines established by VHA Handbook 1907.01 *Health Information Management and Health Records*: https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=9235 and all guidelines provided by the VAMC.
- 4.3.5. Release of Information: The VA shall maintain control of releasing any patient medical information and will follow policies and standards as defined, but not limited to Privacy Act requirements. Contractor will not release or disclose copies of records and will refer all such requests to the Release of Information Department at the VA facility were assigned.
- 4.3.6. Management for Medical Records: National Archives and records Administration record disposition requirements are found in RCS 10-1 Chapter 6, 6000 series.
- 4.4. Direct Patient Care: 75 % of the time involved in direct patient care.
 - 4.4.1. Per the qualification section of this PWS, the Contractor shall provide the following staff:
 - 4.4.1.1. 1.0 FTE Board Certified Pulmonary Physician to perform the following tasks: The VA estimates the 40 hour work week shall be divided in the following manner. Contractor shall provide 19 hours of clinical work, 11 hours of procedures and 10 hours of administrative/meetings and educational training work.
 - 4.4.2. Scope of Care: Contract physician(s) (as appropriate and within scope of practice/privileging) shall be responsible for providing Pulmonary care, including, but not limited to: 1.0 FTE Pulmonologist to work 40 hours per week
 - 4.4.2.1. Consultations will be performed by Pulmonologist and will include a brief review of the patient's medical history, pertinent findings on physical examination of the patient, and the consultant's opinion and recommendations. ALL CONSULTS WILL BE documented within 24 hours ELECTRONICALLY IN the VA COMPUTERIZED PATIENT RECORD SYSTEM (CPRS).
 - Stat Consult: Patient will be seen as soon as possible but no more than three hours after receipt of consult request. In addition to completion of a stat consult request, direct communication must occur between the ordering provider and receiving service. Communication must be documented in the medical record.
 - Urgent Consult: Patient will be seen as soon as possible but no more than 12 hours after receipt of consult request. In addition to completion of an urgent consult request, direct communication must occur between the ordering provider and receiving service. Communication must be documented in the medical record.
 - Routine Consult: Patient will preferable be seen within 24 hours but no more than 72 hours after receipt of consult request.

- 4.4.2.2. After hour coverage: Contractor must respond within 15 minutes by phone and 60 minutes in person. SFVAHCS requires after hour coverage as required by Directive 2010-018 however, 99% of all after hour coverage will be done telephonically.
- 4.4.2.3. Services Provided
- Oxygen/Ventilator Management and ordering
 - Pre-surgical Evaluation
 - Bronchoscopy Evaluation
 - Follow-up on Specialty Pulmonary Problems
 - In-patient Pulmonary Consults
 - Out-patient Pulmonary Consults
 - E-Consults
 - Serve on home oxygen committee
 - Pulmonary Functions Interpretation (PFT)
 - Sleep Disorder Interpretation (interpretation due back within 24 hours)
 - Overnight Oximetry Study (interpretation due back next business day from date of completion)
 - Rest and Exercise Study (interpretation due back next business day from date of completion)
 - Comp and Pen exams
 - Home O2 Orders
 - Monitor and write orders for Ventilators for Home Use.
 - Pulmonologist will adhere to SFVACHS service agreements between Primary Care and Pulmonary services. Service agreements outline specific guidelines for consultative services. Evidence of these guidelines can be found within CPRS. The contractor will be asked to provide professional/technical advice regarding VA Pulmonary services and part of general program oversight.
 - Contractor will provide on-site direction and support to the pulmonary personnel (VA registered nurses) regarding equipment, technology, policies and procedures.
 - Contractor will adhere to all applicable organization policies and all applicable laws regulations and standards of The Joint Commission.
 - For each patient care contact visit performed a progress note must be completed before the end of the shift worked and the clinical encounter must be closed.
 - All patients and staff must be treated in a professional manner and with dignity and respect.
- 4.4.2.4. Approximate case load is as follows:
- # of patients per clinic day: 10 patients per day
 - # of procedures per surgical session: 15 per week
- 4.4.2.5. Clinic and Surgical Care: Contractor's physician(s) shall provide clinical pulmonary services. Contractor's physician(s) shall be present on time for any scheduled clinics/surgeries as documented by physical presence in the clinic or operating room at the scheduled start time.
- 4.4.2.5.1. Operative Services: Contractor's physician(s) shall provide comprehensive clinical Pulmonary services including the diagnosis

and treatment of pulmonary disease. Typical procedures include, but are not limited to:

NOTE: CPT Codes provided for reference only. Not for billing purposes. Billing shall in in accordance with the schedule of services.

| CPT Code | CPT Code | CPT Code |
|-----------------------------------|---------------------------------------|---------------------------------------|
| 31615 Visualization of windpipe | 94013 Meas lung vol thru 2 yrs | 94014 Patient recorded spirometry |
| 31620 Endobronchial us add-on | 94015 Patient recorded spirometry | 94016 Review patient spirometry |
| 31622 Dx bronchoscope/wash | 94060 Evaluation of wheezing | 94060 26 Evaluation of wheezing |
| 31623 Dx bronchoscope/brush | 94060 TC Evaluation of wheezing | 94070 Evaluation of wheezing |
| 31624 Dx bronchoscope/lavage | 94070 26 Evaluation of wheezing | 94070 TC Evaluation of Wheezing |
| 31625 Bronchoscopy w/bioosv(s) | 94150 Vital capacity test | 94150 26 Vital capacity test |
| 31626 Bronchoscopy w/markers | 94150 TC Vital capacity test | 94200 Lung function test (MBC/MVV) |
| 31627 Navigational bronchoscopy | 94200 26 Lung function test (MBC/MVV) | 94200 TC Lung function test (MBC/MVV) |
| 31628 Bronchoscopy/lung bx each | 94250 Expired gas collection | 94250 26 Expired gas collection |
| 31629 Bronchoscopy/needle bx each | 94250 TC Expired gas collection | 94375 Respiratory flow volume loop |
| 31630 Bronchoscopy dilate/ix.repr | 94375 26 Respiratory flow volume loop | 94375 TC Respiratory flow volume loop |
| 31631 Bronchoscopy dilate w/stent | 94400 CO2 breathing response curve | 94400 26 CO2 breathing response curve |
| 31632 Bronchoscopy/lung bx addl | 94400 TC CO2 breathing response curve | 94450 Hypoxia response curve |
| 31633 Bronchoscopy/needle bx addl | 94450 26 Hypoxia response curve | 94450 TC Hypoxia response curve |
| 31634 Bronch w/balloon occlusion | 94452 Hast w/report | 94452 26 Hast w/report |
| 31635 Bronchoscopy w/fb removal | 94452 TC Hast w/report | 94453 Hast w/oxygen titrate |
| 31636 Bronchoscopy bronch stents | 94453 26 Hast w/oxygen titrate | 94453 TC Hast w/oxygen titrate |
| 31637 Bronchoscopy stent add-on | 94610 Surfactant admin thru tube | 94620 Pulmonary stress test/simple |
| 31638 Bronchoscopy revise stent | 94620 26 Pulmonary stress test/simple | 94620 TC Pulmonary stress test/simple |
| 31640 Bronchoscopy w/tumor excise | 94621 Pulm stress test/complex | 94621 26 Pulm stress test/complex |
| 31641 Bronchoscopy treat | 94621 TC Pulm stress | 94640 Airway inhalation |

| CPT Code | CPT Code | CPT Code |
|--|---|--|
| blockage | test/complex | Treatment |
| 31643 Diag bronchoscope/ catheter | 94642 Aerosol inhalation treatment | 94644 Cbt 1st hour |
| 31645 Bronchoscopy clear airways | 94645 Cbt each addl | 94660 Pos airway pressure cpap |
| 31646 Bronchoscopy reclear airway | 94662 Neg press ventilation cnp | 94664 Evaluate pt use of inhaler |
| 31647 Bronchial valve init insert | 94667 Chest wall manipulation \$ | 94668 Chest wall manipulation |
| 31648 Bronchial valve remov init | 94680 Exhaled air analysis o2 | 94680 26 Exhaled air analysis o2 |
| 31649 Bronchial valve remov addl | 94680 TC Exhaled air analysis o2 | 94681 Exhaled air analysis o2/co2 |
| 31651 Bronchial valve addl insert | 94681 26 Exhaled air analysis o2/co2 | 94681 TC Exhaled air analysis o2/co2 |
| 31660 Bronch thermoplasty I lobe | 94690 Exhaled air analysis | 94690 26 Exhaled air analysis |
| 31661 Bronch thermoplasty 2/> lobes | 94690 TC Exhaled air analysis | 94726 Pulm funct tst plethysmograph |
| 94002 Vent mgmt inpat init day | 94726 26 Pulm funct tst plethysmograph | 94726 TC Pulm funct tst plethysmograph |
| 94003 Vent mgmt inpat subq day | 94727 Pulm function test by gas | 94727 26 Pulm function test by gas |
| 94010 Breathing capacity test | 94727 TC Pulm function test by gas | 94728 Pulm funct test oscillometry |
| 94010 26 Breathing capacity test | 94728 26 Pulm funct test oscillometry | 94728 TC Pulm ft.met test oscillometry |
| 94010 TC Breathing capacity test | 94729 Co/membrane diffuse capacity | 94729 26 Co/membrane diffuse capacity |
| 94011 Spirometry up to 2 yrs old | 94729 TC Co/membrane diffuse capacity | 94750 Pulmonary compliance study |
| 94012 Spirmtry w/bmchdil inf- 2 | 94750 26 Pulmonary compliance study | 94750 TC Pulmonary compliance study |
| 94799 26 Pulmonary service/procedure Unlisted | 94760 Measure blood oxygen level | 94761 Measure blood oxygen level exercise |
| 94799 TC Pulmonary service/procedure Unlisted | 94762 Measure blood oxygen level | 94770 Exhaled carbon dioxide test |
| 95012 Exhaled nitric oxide meas | 94772 Breath recording infant | 94772 26 Breath recording infant |
| 95782 Polysom <6 yrs 4/> paramtrs | 94772 TC Breath recording infant | 94774 Ped home apnea rec comp! |
| 95782 26 Polysom <6 yrs 4/> paramtrs | 94775 Ped home apnea rec hk up | 94776 Ped home apnea rec downld |
| 95782 TC Polysom <6 yrs 4/> paramtrs | 94777 Ped home apnea rec report | 94780 Car seat/bed test 60 min |

| CPT Code | CPT Code | CPT Code |
|---------------------------------|-------------------------------------|------------------------------------|
| 95783 Polysom <6 yrs cpap/bilvl | 95808 Polysom any age 1-3> param | 95810 Polysom 6/> yrs 4/> param |
| 95800 Sip stdy unattended | 95807 Sleep study attended | 95811 Polysom 6/>yrs cpap 4/> parm |
| 95801 Sip stdy unatnd w/anal | 95806 Sleep study unatt & resp efft | 99291 Critical care first hour |
| 95803 Actigraphy testing | 95805 Multiple sleep latency test | 99292 Critical care add! 30 min |

- 4.4.2.5.2. Intraoperative Follow-up: The Contractor's physician(s) shall be present in the operating suite for all Pulmonary procedures.
- 4.4.2.5.3. Postoperative Follow-Up. Contractor's Physician rounds shall be conducted on postoperative ENT patients in the Surgical Intensive Care Unit (SICU) and on the wards. All cases will be discussed in morbidity and mortality conferences, and the contractor physician(s) will provide appropriate information to the COR for inclusion in departmental reports.
- 4.4.2.5.4. Contractor's physician(s) shall provide consultative services at the patient's bedside if the patient is not ambulatory and in the clinic setting if the patient is able to report to the outpatient clinic. Procedures shall be scheduled for completion within 30 days of the date of the consult.
- 4.4.2.6. Medications: Contractor's physician(s) shall follow all established medication policies and procedures. No sample medications shall be provided to patients.
- 4.4.2.7. Discharge education: Contractor's physician(s) shall provide discharge education and follow up instructions that are coordinated with the next care setting for all Pulmonary clinical or surgical patients.
- 4.4.2.8. COMMUNICATING TEST RESULTS TO PROVIDERS AND PATIENTS: In accordance with VHA Directive 1088, Communicating Test Results to Providers and Patients, all test results requiring action must be communicated by the ordering provider, or designee, to patients no later than 7 calendar days from the date on which the results are available. For test results that require no action, results must be communicated by the ordering provider, or designee, to patients no later than 14 calendar days from the date on which the results are available. The Contractor shall provide the VA with the name, pager and telephone numbers of a LIP (physician, nurse practitioner, or physician assistant) at the Outpatient Site of Care to accept critical test results discovered on tests done by the VA. For critical results, the LIP must respond back to the VA within forty-five (45) minutes of the initial page or telephone call. The receiving LIP will document the results in the record and conduct a "read back" procedure to ensure accuracy of transmission and translation of all verbal results. The contractor shall determine a plan to fulfill critical test result procedures, per VA policy. VA will not be responsible for the failure of the Contractor to receive critically abnormal test results. Critical results must be reported to the clinician by the radiologist by telephone. Documentation of this notification, "who, when" must appear in the radiology report. For critical results that represent an imminent danger to the patient, the Contractor shall notify the patient immediately. See policy in

section D (attachments) for additional requirements regarding communication of test results. Mechanisms must be in-place to provide notification of test results for patients receiving care in accordance with VHA Directive 1088, Communicating Test Results to Providers and Patients.

4.4.3. **ADMINISTRATIVE:** 25% of time not involved in direct patient care

4.4.3.5. Quality Improvement Meetings: The contract physician (s) shall participate in continuous quality improvement activities and meetings with committee participation as required by the SFVARCS Chief of Service, Chief of Staff, or designee.

- Contract physician shall serve on the Home Oxygen Committee. This committee meets 2 hours quarterly.
- Contract physician shall serve on the ALS Committee per VA Handbook 1101.07.
- Contract physician may be requested to review Code Blue notes to ensure proper procedures were followed.

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

- Monthly Staff Meeting- 1 hour
- Home Oxygen Committee - 2 hours quarterly
- ALS Committee - as needed

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

4.4.3.8. 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 breaches of patient safety shall be documented in the medical record of those impacted and disclosed to the patient or surrogate. As soon as practicable (but within 24 hours) Contractors shall notify COR of incident and submit an entry in the Patient Safety Reporting System, following up with COR as required or requested.

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

4.5.2. Quality Management/Quality Assurance Surveillance: Contractor 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) (See Attachment 1 - Quality Assurance Surveillance Plan). The QASP shall be attached to the resultant contract and shall define the methods and frequency of surveillance conducted.

4.5.2.5. The contractor's physician(s) are expected to actively participate in the

facility's performance improvement activities as part of the contracted service time. Performance Improvement Activities may include the following:

- Surgical Case Review
- Surgical Risk Assessment Program
- External Peer/case Review Program Reporting Infection Control
- Blood Usage Review Hospital Safety
- Outpatient Qualitative and Quantitative Review Medical Record Review
- Drug Usage
- Internal Peer Review Patient Incident Utilization

4.5.2.6. The Contractor shall furnish the Chief of Staff, on an annual basis, provider- specific information on all contractor 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.

4.5.3. 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.

4.5.4. 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.

4.5.5. Performance Standards:

4.5.5.5. Measure: Provider Quality Performance

Performance Requirement: All contract physician(s) shall perform in accordance with clinical standards

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

Acceptable Quality Level: 100% meet Standards

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

- A. Patient Care Performance
- B. Medical/Clinical knowledge

- C. Practiced Based Learning and Improvement
- D. Interpersonal and Communication Skills
- E. Professionalism
- F. System Based Practice

Frequency: Bi-annually

Incentive: Positive Past Performance

Disincentive: Negative Past Performance; removal from contract

4.5.5.6. Measure: Qualifications of Key Personnel

Performance Requirement: All contract physician (s) shall be board certified in accordance with American Board of Internal Medicine's Pulmonary Standards.

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

Acceptable Quality Level: 100% No deviations accepted.

Surveillance Method: Random Inspection of qualification documents

Frequency: Annually

Incentive: Favorable contractor performance evaluation.

Disincentive: Unfavorable contractor performance evaluation.

Removal from contract until such time the contract physician (s) meet qualification standard.

4.5.5.7. Measure: Scope of Practice/Privileging

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

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

Acceptable Quality Level: All (100%) contract physician(s) perform within their scope of practice/privileges 100% of the time. No deviations accepted.

Surveillance Method: Random Inspection of records.

Frequency: Annually

Incentive: Favorable contractor performance evaluation.

Disincentive: Unfavorable contractor performance evaluation.

Removal from contract until such time the contract physician (s) meet qualification standard.

4.5.5.8. Measure: Patient Access

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

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

Acceptable Quality Level: Contract physician (s) is on-time and available to perform services 97% of the time

Surveillance Method: Periodic Sampling of Time and Attendance Sheets

Frequency: Bi-Annually

Incentive: Favorable contractor performance evaluation.

Disincentive: Unfavorable contractor performance evaluation

4.5.5.9. Measure: Patient Safety

Performance Requirement: Patient safety incidents shall be reported

using Patient Safety Report. All incidents reported immediately (within 24 hours.)

Standard: All (100%) of patient safety incidents are reported using Patient Safety Report within 24 hours of incident.

Acceptable Quality Level: All (100%) of patient safety incidents are reported using Patient Safety Report within 24 hours of incident. No acceptable deviation.

Surveillance Method: Direct Observation

Frequency: on-going

Incentive: Favorable contractor performance evaluation.

Disincentive: Unfavorable contractor performance evaluation

4.5.5.10. Measure: Maintains licensing, registration, and certification

Performance Requirement: Updated Licensing, registration and certification shall be provided as they are renewed. Licensing and registration information kept current.

Standard: All (100%) licensing, registration(s) and certification(s) for contract physician (s) shall be provided as they are renewed. Licensing and registration information kept current.

Acceptable Quality Level: All (100%) licensing, registration(s) and certification(s) for contract physician (s) shall be provided as they are renewed. Licensing and registration information kept current. No acceptable deviation.

Surveillance Method: Periodic Sampling and Random Sampling

Frequency: Annually

Incentive: Favorable contractor performance evaluation.

Disincentive: Unfavorable contractor performance evaluation; removal from contract.

4.5.5.11. Measure: Mandatory Training

Performance Requirement: Contractor shall complete all required training on time per VAMC policy

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

Acceptable Quality Level: 100% completions, no deviations.

Surveillance Method: Periodic Sampling

Frequency: Annually

Incentive: Favorable contractor performance evaluation.

Disincentive: Unfavorable contractor 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.

4.5.5.12. Measure: Privacy, Confidentiality and HIPPA

Performance Requirement:

Standard: All (100%) contractor physician (s) comply with all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPPA

Acceptable Quality Level: 100% compliance; no deviations.

Surveillance Method: Periodic Sampling; Contractor shall provide evidence of annual training required by SFVARCS, reports violations

per VA Directive 6500.6.

Frequency: Annually

Incentive: Favorable contactor performance evaluation.

Disincentive: Unfavorable contactor performance evaluation.

Immediate removal from contract until such time that the contract provider meets the standard

4.5.6. Registration with Contractor Performance Assessment Reporting System

- 4.5.6.5. 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.
- 4.5.6.6. 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.
- 4.5.6.7. 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.
- 4.5.6.8. 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

- 5.4. Contract Administration/Performance Monitoring: After award of contract, all inquiries and correspondence relative to the administration of the contract shall be addressed to the Contracting Officer and Contracting Officer Representative.

5.4.2. CO RESPONSIBILITIES:

- 5.4.2.5. 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.
- 5.4.2.6. 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.
- 5.4.2.7. 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.

5.4.3. COR Responsibilities:

- 5.4.3.5. 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.
- 5.4.3.6. 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.
- 5.4.3.7. The COR will maintain a record-keeping system of services by auditing all bills and supporting documents for services rendered. 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.
- 5.4.3.8. 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.
- 5.4.3.9. All contract administration functions will be retained by the VA

6. SPECIAL CONTRACT REQUIREMENTS

- 6.4. 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.
- 6.4.2. 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 |
|---|---|--|
| Quality Control Plan: Description and reporting reflecting the contractor's plan for meeting of contract requirements and performance standards | Upon proposal and as frequently as indicated in the performance standards. | Contracting Officer |
| Copies of any and all licenses, board certifications, NPI, to include primary source verification of all licensed and certified staff | Upon proposal and upon renewal of licenses and upon renewal of option periods or change of key personnel. | Contracting Officer with proposal; renewal submitted to VETPRO system. |
| Certification that staff list has been compared to OIG list | Upon proposal and upon new hires. | Contracting Officer |
| Proof of indemnification and Medical Liability Insurance | Upon proposal and upon renewals | Contracting Officer |
| Certificates of Completion for Cyber Security and Patient Privacy Training Courses | Before receiving an account on VA Network and annual training and new hires. | COR |
| ACLS/BLS Certification | Upon award and every two years after award. | COR |
| Contingency plan for replacing key personnel to maintain services as required under the terms of the contract | Upon proposal and as updated | COR |

6.5. Billing:

- 6.5.2. Invoice requirements and supporting documentation: Supporting documentation and invoice must be submitted no later than the 20th workday of the month. Subsequent changes or corrections shall be submitted by separate invoice. In addition to information required for submission of a "proper" invoice in accordance with FAR 52.212-4 (g), all invoices must include:
 - 6.5.2.5. Name and Address of Contractor
 - 6.5.2.6. Invoice Date and Invoice Number
 - 6.5.2.7. Contract Number and Purchase/Task Order Number
 - 6.5.2.8. Date of Service
 - 6.5.2.9. Contract physician (s) (Name of Contractor's employee)
 - 6.5.2.10. Hourly Rate
 - 6.5.2.11. Quantity of hours worked
 - 6.5.2.12. Total price

6.2. Vendor Electronic Invoice Submission Methods

Facsimile, e-mail, and scanned documents are not acceptable forms of submission for payment requests. Electronic form means an automated system transmitting information electronically

according to the accepted electronic data transmission methods below:

- 6.2.1. VA's Electronic Invoice Presentment and Payment System -The FSC uses a third-party contractor, OBIO, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://oblO.com/us/en/veterans-affairs-us/> to begin submitting electronic invoices, free of charge.
 - 6.2.2. A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI).
The X12 EDI Web site (<http://www.xl2.org>).
 - 6.2.3. The Contract may contact FSC at the phone number or email address listed below with any questions about thee-invoicing program or OBIO:
 - 6.2.3.1. OBIO e-Invoice Setup Information: 1-877-489-6135
 - 6.2.3.2. OBIO e-Invoice email: VA.Registration@oblO.com
 - 6.2.3.3. FSC e-Invoice Contact Information: 1-877-353-9791
 - 6.2.3.4. FSC e-invoice email: vafscshd@va.gov
- 6.3. Payment Adjustments/Performance Related Payment Deductions:
- 6.3.1. Invoices will be prorated for partial days/hours worked. The contractor shall be paid only for actual work performed onsite. In the event the contractor fails to provide services in this contract for every 15 minutes missed the bill will be adjusted accordingly in 15-minute increments. Contract providers shall be responsible for reporting time worked accurately. The Contract shall be paid for actual hours performed.
 - 6.3.1.1. The contract shall be adjusted each month in accordance with actual performance.
 - 6.3.2. Reduction in Services: This is a fixed quantity contract for a specified number of hours. If, at the end of the period of performance, the government has not utilized the total number of hours required under this contract because of a change in its requirements, the parties agree that they will attempt to negotiate in good faith a contract modification reducing the scope of the contract with a corresponding adjustment in the total contract price.
 - 6.3.2.1. In no event will the VA pay for hours worked that exceed the total number of hours specified in the contract for the period of performance.
- 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.
 - 6.4.2. The Contractor shall not bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against, any person or entity other than VA for services provided pursuant to this contract. It shall be considered fraudulent for the Contractor to bill other third-party insurance sources (including Medicare) for services rendered to Veteran enrollees under this contract.
- 6.5. CONTRACTOR SECURITY REQUIREMENTS (HANDBOOK 6500.6) See Attachment.
- 6.6. As VA routinely reviews and updates policies and procedures covering contractor computer access, security requirements may change during the term of this contact and new policies and

procedures may be implemented unilaterally during the term of this agreement.