

DESCRIPTIONS/SPECIFICATIONS/STATEMENT OF WORK

I. GENERAL DESCRIPTION

The Contractor shall provide to the Department of Veterans Affairs, Memphis, TN a licensed Optometry Resident to perform the services required under this contract. The contractor's employee shall be a graduate of a school of Optometry accredited by the Accreditation Council on Optometric Education, and fully licensed in at least one of the fifty United States. The National Practitioner Database shall be queried prior to providing contractual services. These queries must be negative and show no evidence of past disciplinary actions. The scheduling and staffing will be considered and requested by the Chief, Optometry Section or designee at the Department of Veterans Affairs Medical Center, 1030 Jefferson Avenue, Memphis, TN.

The contractor meets the quality requirements of the contract and the staff and facility of this contractor is approved. The patient services under this contract will be provided at the Memphis VA Medical Center. The quality of services will be monitored on a monthly basis with the files of 10 patients seen by each contract optometry resident being reviewed by a member of the Optometry Quality Assurance Committee. The committee shall consist of the Optometry Section Chief, Gary H. Brough, O.D., and Optometry Section Staff, Michael R. White, O.D., and James A. Williamson, O.D. Dr. James A. Williamson, the Optometry Residency Supervisor, will have specific responsibility for the quality requirements of the contract. The results of the review will be recorded and filed for future reference. The review of optometry consultation reports covered under this contract shall consist of the following:

- 1) History of Present Illness
- 2) Pertinent Past History
- 3) Pertinent Family History
- 4) Pertinent Eye Examination procedures
- 5) Review of pertinent existing laboratory tests
- 6) Review of pertinent other diagnostic tests
- 7) "Impression", "Diagnosis" or "Assessment"
- 8) Recommendations for further investigation
- 9) Recommendations for further tests, or follow-up

Standards on timeliness for this contract will be the same as for the staff optometrists of the medical center and will be monitored on a daily basis by the Optometry Quality Assurance Committee. See additional requirements below.

II. SERVICES PROVIDED

A. The contractor shall furnish the services of the optometry resident on an hourly basis. The contractor's employee must perform the required services as specified in the contract. The working hours of the clinic are primarily between the hours of 7:30 AM and 6:00 PM, Monday through Friday. The contractor's optometry resident shall provide 10 hours of service per contract day. The contract optometry resident shall provide full-scope optometric care to the patients scheduled and seen in the eye clinic. The services rendered under the contract shall include, but not be limited to:

- complete eye examinations
- contact lens examinations and follow-up care,
- low vision examinations and services,
- examinations for the treatment and management of ocular disease and injury

All progress notes from examinations shall be entered by the resident into the Computerized Patient Record System (CPRS) within 24 hours of examining the patient.

IV. CONTRACT HOURS

The contractor's optometrist must be present at the VA facility to perform the required services for the period specified in the contract, or the contract cost will be decreased accordingly during each billing cycle for any hours of work not completed. The contract does not include pay for any days that the hospital clinics are officially closed such as federal holidays when patients are not scheduled.

VI. TERMINATION OF CONTRACT

This contract may be terminated by either party with a thirty (30) day written notice by mutual agreement

Special Contract Requirements

The contractor agrees in accordance with the terms and conditions stated herein, to furnish to and at the Department of Veterans Affairs, herein called VA, 1030 Jefferson Avenue, Memphis, TN 38104, the services specified and at the prices specified in Supplies or Services section of this contract. The initial listings of services to be furnished shall be identified in Description/Specification/Statement of Work.

1. Services:

- a. The services specified in Description/Specification/Statement of Work, and Special Contract Requirements may be changed by written modification to this contract. The modification will be prepared by the VA contracting officer, and prior to becoming effective, shall be approved by the Under Secretary for Health or designee.
- b. Other necessary personnel for the operation of the services contracted for at the VA will be provided by VA at levels mutually agreed upon which are compatible with the safety of the patient and personnel and with quality medical care programming.
- c. The services to be performed by the contractor will be performed in accordance with VA policies and procedures and the regulations of the medical staff by-laws of the facility.
- d. The services to be performed by the contractor will be under the direction of the Chief, Optometry Section, Department of Veterans Affairs Medical Center, 1030 Jefferson Avenue, Memphis, TN 38104.

2. Term of Contract:

This contract is effective from the date of award through October 31, 2006. The contract is subject to the availability of VA funds. The contracting officer reserves the right to exercise two one-year options. The contractor shall perform no services after October 31, 2006, until the contracting officer authorizes such services in writing.

3. Qualification:

- a. Personnel assigned by the contractor to perform the services covered by this contract shall be licensed in a State, Territory, or Commonwealth of the United States or the District of Columbia. The qualifications of such personnel shall also be subject to review by the Chief of Staff and approval by the VA Medical Center Director.
- b. Personnel performing under this contract will be required to be graduates from an accredited Optometry School, accredited by the Accreditation Council on Optometric Education.

4. Work Hours:

- a. The services covered by this contract shall be furnished by the contractor as defined herein. The contractor will not be required, except in cases of emergency to furnish such services on a national holiday or during off duty hours as described below:
- b. The following terms have the following meanings:

1. Work Hours: Monday through Friday, excluding federal holidays, 7:30 AM – 6:00 PM.

The contractor personnel will be assigned to work up to six Saturdays during the year with up to eight hours on the assigned Saturdays. Contractor will be notified of assigned Saturdays two weeks in advance. The Contractor personnel may be assigned up to 40 hours in any one week, but will on most weeks be assigned only 35 hours.

2. **National holidays**: The 10 holidays observed by the federal government are:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

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

3. Normal Off-duty hours; Monday through Friday, 6:00 PM through 7:30 AM and Saturdays and Sundays. To also include any day Monday through Friday that may be designated as a non-work day by the Chief, Optometry Section.

5. Personnel Policy:

The contractor shall be responsible for protecting the personnel furnishing services under this contract. To carry out this responsibility, the contractor shall provide the following for these personnel:

worker's compensation
professional liability insurance
health examinations
income tax withholding, and
social security payments

The parties agree that such personnel shall not be considered VA employees for any purpose and shall be considered employees of the contractor.

6. Credentialing:

The Contractor shall provide original or certified copies of documentation required to meet VA's current credentialing purposes including:

- **COMPLETE VA RESIDENCY APPLICATION**
- **WITHOUT COMPENSATION FORM COMPLETED AND SIGNED BY THE CONTRACTORS OPTOMETRY RESIDENT ACKNOWLEDGING THAT THEY WILL NOT PERSONALLY RECEIVE ANY REIMBURSEMENT FOR SERVICES DIRECTLY FROM THE VA.**

- EVIDENCE OF OPTOMETRIC EDUCATION AND TRAINING
- EVIDENCE OF MALPRACTICE INSURANCE COVERAGE
- LICENSURE - ALL LICENSES EVER HELD
- COPIES OF PRIVILEGES HELD ON ANY OTHER MEDICAL STAFFS

The Contractor will be provided copies of current requirements and updates as they are published. Specific questions regarding credentialing and privileging should be directed to the Office of the Chief of Staff, VA Medical Center.

7. Monitoring and Record Keeping of Service Provided:

A sign-in/sign-out roster will be maintained by the Chief, Optometry Section. The Chief, Optometry Section will be responsible for verifying contract compliance. Any incidents of contractor noncompliance as evidenced by monitoring procedures will be forwarded immediately to the Contracting Officer. The contractor is responsible for any additional record keeping that they may require. The payments for any leave, including sick leave or vacation time, if any, are the responsibility of the contractor.

**8. MEDICAL RECORDS REQUIREMENTS –
COMPUTERIZED PATIENT RECORD SYSTEM (CPRS):**

Medical Record Compliance Standards – Level of Compliance Summary

SOW Paragraph	Activity	Standards	Minimum Monthly Compliance Standard
II A	Progress Note Completion	The Optometry resident shall enter a progress note for every patient examined within 24 hours of examination.	95% compliance of progress Notes (Random sampling – 30% of all notes)
II C	Consults Completion	Requests and responses for Clinical Consultation shall be entered into CPRS by the resident.	95% direct order entry / 95% completion (random sampling - 30% of all consults)
II D	Electronic Physician Ordering	All orders shall be in electronic form, dated, timed, and signed.	95% direct provider entry (Random sampling –30% of all physician orders)
II E	Clinical Reminders Resolution	Clinical Reminders will be resolved according to local policy	100% completion as appropriate (Random sampling – 100%)
II F	Patient Care Encounter	Outpatient encounters shall be documented using the	95% use of electronically-

SOW Paragraph	Activity	Standards	Minimum Monthly Compliance Standard
	(PCE) Completion	electronic encounter form	entered encounter form data (Random sampling – 30% of all patient encounters)
II G	Allergy Tracking Entry Completion	Appropriate allergy data shall be entered into CPRS by at least the third visit for all patients followed in Optometry Clinics	95% of all patients have this entry completed (Random sampling – 30%)
II H	Problem List Initiation	Ocular problems that contribute to patient morbidity shall be entered into the Patient Problem List.	95% of all patients with ocular problems that contribute to patient morbidity will have the problem recorded in the CPRS Problem List (Random sampling 30 %)

a. **Medical Records Standards:** The contractor shall maintain up-to-date medical records based on the **Medical Record Compliance Standard** as stated above. Utilization of CPRS is required. Medical center staff will provide technical training on the use and operation of CPRS during the start-up and early operation stage. Medical center staff will provide at least annual Privacy Act training to appropriate contractor staff. The contractor, contractor employees, and subcontractors shall be subject to the Privacy Act of 1974 and HIPAA of 1996. The contractor is not authorized to release any medical record information. The VAMC is the sole entity authorized to release this information upon written request submitted via facsimile or mail from the patient. The VAMC will provide the contractor with access to pertinent patient medical information, within the existing privacy rules and regulations for the purpose of providing coordinated comprehensive medical care. Contractors shall ensure the confidentiality of all patient information and shall be held liable in the event of the breach of confidentiality.

1) **Progress Note Completion:** The progress note shall be entered into CPRS within 24 hours of seeing the patient.

2) **Consults Completion:** Requests and responses for Clinical Consultation shall be entered into CPRS by the provider.

3) **Electronic Physician Ordering:** All orders for treatment, including diet, shall be in electronic form, dated, timed, and signed.

4) **Clinical Reminders Resolution:** Clinical Reminders shall be resolved according to local policy.

5) **Patient Care Encounter (PCE) Completion:** Outpatient encounters will be documented using the electronic encounter form

6) **Allergy Tracking Entry Completion:** Appropriate allergy data shall be entered into

CPRS by at least the third visit for all patients followed in Optometry Clinics.

7) **Problem List Initiation:** Ocular problems that contribute to patient morbidity shall be entered into the Patient Problem List

b. **External Peer Review Program:** The contractor's medical records shall be made available for audit through the VA Medical Center's External Peer Review Program (EPRP). EPRP is provided to the VA Medical Center, Memphis, TN by contractors. Contractors who are seeing Department of Veterans Affairs patients are considered to be VA providers and as such, are provided access to confidential patient information as contained in the medical record. (See Medical Records Compliance Standards for requirements).

c. The contractor shall maintain a single comprehensive record for each patient through entries into the CPRS as well as through documentation not currently maintained in VISTA, such as EMGs, EEGs, etc. Each member's record must be legible and maintained in detail consistent with good medical and professional practice, which permits effective internal and external peer review and/or medical audit and facilitates an adequate system of follow-up treatment. (See Medical Record Compliance Standards)

d. Timely completion of medical record Progress Notes is essential. Progress notes shall be entered in CPRS within 24 hours; however, they must be entered into CPRS and signed using the appropriate credentials of the provider's the electronic signature (i.e. MD, 3rd Year Resident, etc.). (See Medical Record Compliance Standards)

e. Progress note documentation should include the reason for visit, such as complaints of blurred vision, follow-up of glaucoma, follow-up of macular degeneration, etc. The note should include the medical necessity for any tests. If an addendum is used to document the results of labs they should be attached to the original notes, not created as a new note/encounter.

f. The progress notes that are documented by Optometry Residents involved in care of the patient must be accompanied by documentation by the Teaching Physician (Attending) which is consistent with the VA Resident Supervision guidelines found in VHA Handbook 1400.1. All resident care will follow VA Resident Supervision guidelines. Resident supervision for outpatients is as follows:

"For outpatients, each new patient to the outpatient clinic, for which the staff practitioner is responsible, should be seen by, or discussed with, the staff practitioner at that initial visit. This must be documented in the chart via a progress note by the staff practitioner, or the resident's note, and include the name of the staff practitioner and the nature of the discussion. Return patients should be seen by, or discussed with, the staff practitioner at such a frequency as to ensure that the course of treatment is effective and appropriate. This must be documented in the record via a note by the staff practitioner, or the resident's note, that indicates the nature of the discussion with the staff practitioner. The medical record should reflect the degree of involvement of the staff practitioner, either by staff physician progress note, or the resident's description of attending involvement. In facilities in which CPRS is used, the attending may choose to countersign and add an addendum to the resident note detailing the attending's involvement. All notes must be signed, dated, and timed." "Counter signature by the attending implies that the supervising practitioner has reviewed the resident note, and absent an addendum to the contrary, concurs with the content of the resident note or entry."

5. **CREDENTIALING AND PRIVILEGING:**

a. The Contractor is responsible for assuring that all persons, whether they be employees, agents, subcontractors, providers or anyone acting for or on behalf of the contractor, are properly licensed at all times under applicable state law and/or regulations. A copy of license must be

provided with the offer and will be updated upon expiration and renewal. Any changes related to the providers licensing or credentials will be reported immediately to the parent VA hospital.

b. No physician (including subcontractors) assigned by the contractor(s) shall have ever had a medical license suspended, revoked, or limited by a State, Territory, Commonwealth, or the District of Columbia. The qualifications of such personnel shall be subject to review by VA Professional Standards Board, Executive Committee of the Medical Staff, and approval by VA Facility Director. The license must be an active, current, full, and unrestricted license to practice the individual profession.

c. Physicians and personnel providing services under this contract must speak and write English proficiently.

d. Failure to adhere to this provision may result in one or more of the following sanctions, which shall remain in effect until the deficiency is corrected:

1) VA Hospital will not pay for services provided or authorized by unlicensed personnel, without regard to whether such services were medically necessary and appropriate.

2) VA Hospital will not approve of subcontracts with non-licensed individual or group providers. VA Hospital will rescind sub-contractor approval if the sub-contractor should lose their license during the course of the contract.

3) VA Hospital may refer the matter to the appropriate licensing authority for action, as well as notify the patient that they were seen by a provider outside the scope of the contract and may pursue further action.

f. The Contractor will be provided copies of current requirements and updates as they are published. Specific questions regarding credentialing and privileging should be directed to the Office of the Chief of Staff, VA Medical Center.

g. Personnel Requirements: The contractor shall provide personnel, through direct hire or through sub-contracting, in numbers and qualifications capable of fulfilling the requirements of this Contract.

Performance Compliance Remedies:

(a) The government retains the right to suspend payment to the contractor for any services which have not been performed in accordance with the requirements of the contract as defined in Medical Records Standards Compliance Summary. (See Page 8-12). The contractor's monthly invoice will be deducted ten (10) percent for failure to comply with **any** of the listed medical records standards (i.e. discharge summary, admission/progress notes, etc). The contractor will have thirty (30) days from the date of notification to correct deficiencies. Deficiencies corrected in thirty days will result in full payment to the contractor. Deficiencies completed within sixty (60) days will result in fifty (50) percent payment to the contractor. If the contractor fails to comply and correct deficiencies beyond sixty (60) days, the contractor will be in violation of the contract for non performance and subject to legal action

(b) To verify proper documentation in the CPRS and patient's medical records, a monthly sample of patient's records will be reviewed by the coordinator for contract compliance, and the contractor will be notified of any deficiencies. The contractor will be advised in writing of any amount deducted from the monthly invoices and the specific reason(s) for the deduction.

(c) The Chief, Surgical Service/designee will furnish a statement to the contracting officer at the closeout of the contract to include a summary of contractor actions, and a statement that all requirements of the contact were fulfilled as agreed.

(d) A summary evaluation of the contractor performance, based upon the compliance or non compliance of contract requirements as evidenced under monitoring the procedures shall be forwarded by the monitoring official to the Contracting Officer prior to exercising any option years.