

CONTRACT
ADMINISTRATION
PLAN

CONTRACT FOR MEDICAL DISABILITY
EXAMINATIONS



CONTRACT NO. V101 (93) P-1636
CONTRACTOR: QTC MEDICAL GROUP, INC

Department of Veterans Affairs
Acquisition Operations Service (93A3)
810 Vermont Avenue, NW, Room 438C
Washington, DC 20420
POC: D. Copeland
E-mail: david.copeland@mail.va.gov
Phone: (202) 273-7009
Fax: (202) 275-5606

CONTRACT ADMINISTRATION PLAN

| | |
|--|--|
| CONTRACT NUMBER: | V101 (93) P-1636 |
| PLAN DATE: | 2/24/98 |
| CONTRACTOR: | QTC Medical Group, Inc. 1350 South Valley Vista Drive Diamond Bar, California 91765 Telephone: (909)-861-0400 |
| KEY CONTRACTOR CONTACT: | Marjie Shahani, Manager 1350 South Valley Vista Drive Diamond Bar, California 91765 Telephone: (909)-861-0400, Ext 130 Fax: (909) 861-7321 |
| BRIEF DESCRIPTION OF WORK: | CONTRACT MEDICAL DISABILITY EXAMINATIONS |
| GOVERNMENT-FURNISHED INFORMATION: | VA INFORMATION FOR TRAINING AND IT |
| PERFORMANCE PERIOD: | DATE OF AWARD THROUGH 4/30/03 |

MILESTONE CALENDAR FOR SPECIFIC GOVERNMENT ACTIONS:

| <i>Event</i> | <i>Milestone Date</i> | <i>Government Person Responsible</i> | <i>Coordination Necessary</i> | <i>When Milestone Met</i> |
|--|-----------------------|--|---|---------------------------|
| 1. Provide funds for Award | | COTR/Program Manager | | |
| 2. Write COR & COTR's designation letter | | Contracting Officer | | |
| 3. Award Date | | Contracting Officer | | |
| 4. Prepare Funded Delivery Order | | Contracting Officer | | |
| 5. Establish schedule with contractor of actions and deliverables during Phase-In (VA Training info and IT info) | | COTR/Program Manager | | |
| 6. Turnover to contractor identified deliverables IAW schedule | | COTR/Program Manager | | |
| 7. Hold Post-Award orientation meeting | | CO/COR/COTRs, Coordinators, Div. Managers, Adjudication Officers, Contractor Personnel | | |
| 8. Obtain contractors schedule of actions during phase-in | | COTR/Program Manager | | |
| 9. Obtain certification Letter and any updates from contractor re:Ins. | | COR | | |
| 10. Schedule Qtrly Perf Mtgs & notify participants | | COTR Manager | Contract Administration Team & Contractor | |
| 11. Provide Quarterly and Semi-annual Input for Performance Assessment | | Coordinators, COR, COTRs and Contractor | | |
| 12. Notify COR?CO of need to exercise option for additional service periods. | | COTR/Program Manager | | |
| 13. Notify contractor of intent to exercise option | | Contracting Officer | | |
| 14. Option exercised, if appropriate | | Contracting Officer | | |
| 15. Document contractor performance for past performance purposes | | COR,CO | | |
| 16. Close out contract file | | | | |

CONTRACT OVERSIGHT PLAN

This is a Performance-Based Contract with positive and negative incentives and as the Examination Reports are used in the daily business of VA, 100% surveillance will be utilized for the quality of the reports. Timeliness will be ascertained by comparing the dates in the database developed for this contract. The performance of this contract will be monitored using the standards and performance measures in Attachment I, "Performance Requirements Summary" and the incentives in Attachment J, "Performance Incentives."

- The Rating Specialists, Hearing Officers and Decision Review Officers will assess the quality of the reports.
- The Regional Office Coordinators will assure consistency among the Rating Specialists, Hearing Officers and Decision Review Officers.
- The COTR (Medical Director) is responsible for the entire quality assurance program for the VA on this contract.
- The COTR (Program Manager) is responsible for the entire Pilot Project from the VA's perspective.
- The COR is responsible for the daily contract administration and certifying the monthly invoices.
- The CO is responsible for the entire contract.
- All of the responsibilities of all the Government players are contained in the section of this Plan covering Responsibilities.

| OUTPUT ITEM | WHEN AVAILABLE | OVERSIGHT METHOD AND RESPONSIBILITY |
|----------------------------|---------------------------|--|
| 1. Examination Report | On-Going | 100% review and as indicated above |
| 2. Invoices | Monthly | COR |
| 3. Performance Assessments | Quarterly and Semi-annual | As contained in Clause H6 of the Contract with the responsibilities identified in the Responsibilities Section of this Contract Administration Plan. |
| 4. Customer Surveys | On-going | Responses assessed by the Contractor and Coordinators, COR, COTRs and CO. |

PROCEDURE FOR MONITORING CHANGES

The COTR (Program Manager) will provide the contracting officer with a standard format entitled "Request for Contract Change." Elements of this form will include:

1. Date
2. Reason for change request
3. Contract paragraphs or Attachments the change affects with the recommended revised language
4. Cost elements the change affects
5. Total estimated cost impact of change

The form will be accompanied by expenditure authority if not within current limitation.

The Contacting Officer will attempt to finalize negotiations within 5 business days from the receipt of the change request, with the technical assistance of the COTR.

INVOICE PROCESSING

The COR will verify invoice within 5 business days after receipt with assistance of the Regional Office Coordinators and the COTRs.

The Quarterly and Semi-annual Performance Assessments will be the decisive oversight control.

RESPONSIBILITIES

CONTRACTING OFFICER'S RESPONSIBILITIES

- Contracting Officers are responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, and safeguarding the interests of the United States in its contractual relationships.
- In order to perform these responsibilities, Contracting Officers are allowed wide latitude to exercise business judgment. Contracting Officers shall:
 - Ensure that the requirements of pertinent laws, regulations, etc., have been met.
 - Ensure that sufficient funds are available for obligation.
 - Ensure that contractors receive impartial, fair, and equitable treatment.
 - Request and consider the advice of specialists in audit, law, engineering, transportation, and other fields, as appropriate.
- Performing the actions required for the business relationship.
 - Interpreting and implementing diverse contract terms and conditions.
 - Analyzing costs.
 - Issuing changes and negotiating modifications to the contract.
 - Organizing and coordinating efforts of all the functional specialists who comprise the Contract Administration Team.

RESPONSIBILITIES OF THE CONTRACTING OFFICER'S REPRESENTATIVE

- Overall monitoring of contract performance on behalf of the Contracting Officer;
- Ensuring compliance with the terms and conditions of the contract;
- Working with database information from the Regional Office; Coordinating with the program office all actions relating to funding and changes in scope of work;
- Assuring that changes in the work or services, resulting in effects on delivery schedule, are formally implemented before the contractor proceeds with the changes;
- Assuring prompt inspection and acceptance or rejection of deliverable items;
- Informing the Contracting Officer when a contractor is known to be behind schedule, coordinate with the Contracting Officer corrective actions necessary to restore the contract schedule;
- Furnishing to the Contracting Officer a copy of Government-contractor conference reports and correspondence; coordinating with the Contracting Officer on the content of any contractually significant correspondence addressed to the contractor;
- Monitoring financial management controls;
- Reviewing the contractor's monthly invoices to insure that they reflect accurately the work completed;
- Assembling the documentation for the Semi-Annual Performance-Based Fee Assessments, including any resultant adjustments.
- Coordinating with the COTR (Program Manager), COTR (Medical Director), and/or VA Regional Office Project Coordinators on any problem areas on the contract or in relationships with the Contractor or any of the government personnel working on this contract.
- Maintaining a filing system.

**RESPONSIBILITIES OF THE CONTRACTING OFFICER'S
TECHNICAL REPRESENTATIVE (PROGRAM MANAGER)**

- Being the C&P technical expert;
- Monitoring contractor's overall performance;
- Being the focal point for administrative issues between the Contractor and the Regional Offices;
- Acting as government technical representative for contract administration including giving technical direction to the contractor as appropriate;
- Representing the government on technical issues in conferences with the contractor, and preparing a memo of pertinent facts for the record if the COR is not in attendance; Providing the COR all documentation relating to funding and changes in scope of work or any government initiated contract changes;
- Performing technical review of changes the contractor initiates or proposes;
- Performing a technical analysis of the reasons for significant variances between government estimates for changes and the contractor's price proposal for changes;
- Confirming in writing all significant technical instructions to the contractor;
- Assuring that changes in the work or services, resulting in effects on delivery schedule, are formally implemented before the contractor proceeds with the changes-
- Assuring prompt inspection and acceptance or rejection of deliverable items;
- Informing the COR when a contractor is known to be behind schedule or not performing in accordance with the terms and conditions of the contract, and coordinating with the COR corrective actions necessary to restore the contract schedule and performance;
- Coordinating with the COR on the content of any technically significant correspondence addressed to the contractor;
- Obtaining a report from the COR on the contractor's performance indicated by monthly invoices;
- Preparing the documentation for the Quarterly Performance Assessment for the 1st and 3rd Quarters;
- Preparing the documentation for the Semi-Annual Performance-Based Fee Assessments, including any resultant adjustments;
- Administering contract changes previously authorized by the Contracting Officer and ensuring that the COTR (Medical Director), the Coordinators, Rating Specialists, Hearing Officers or Decision Review Officers are provided copies of the documents and trained on any change in procedures;
- Coordinating with the COTR (Program Manager), COTR (Medical Director), and/or VA Regional Office Project Coordinators on any problem areas on the contract or in relationships with the Contractor or any of the government personnel working on this contract;
- Maintaining a filing system.

**RESPONSIBILITIES OF THE CONTRACTING OFFICER'S
TECHNICAL REPRESENTATIVE (MEDICAL DIRECTOR)**

- Being the Medical Director for this project and serving as liaison for technical medical questions-
- Discussing areas of concern regarding quality with the contractor;
- Serving as the arbiter (on behalf of the Director of Compensation and Pension Service) of any Contractor appeals of regional office quality exceptions;
- Being the project quality assurance officer;
- Monitoring the contract to ensure that only appropriate tests are conducted;
- Providing the COR and COTR (Program Manager) all documentation relating to quality assurance issues;
- Training on project quality assurance within the VA;
- Assuring timely oversight of all quality assurance issues;
- Informing the COR and COTR (Program Manager) when a contractor is not performing in accordance with the terms and conditions of the contract, and coordinating with the COR and COTR (Program Manager) corrective actions necessary to restore the contract performance;
- Coordinating with the COR and COTR on the content of any significant correspondence addressed to the contractor relating to quality assurance,
- Coordinating with the COR, COTR (Program Manager), VA Regional Office Project Coordinators, Rating Specialists, Hearing Officers or Decision Review Officers on any problem areas on the contract or in relationships with the Contractor or any of the government personnel working on this contract, and Maintaining a filing system.

**RESPONSIBILITIES OF THE VA REGIONAL OFFICE
PROJECT COORDINATORS**

- Serving as liaison for VA Regional Office with all the participants on this Contract for Medical Disability Examinations; i.e., rating specialists, Hearing Officers or Decision Review Officers, contractor personnel, Central Office COR, COTR (Program Manager) and COTR (Medical Director);
- Resolving performance/quality issues at the lowest level; Training all appropriate VA Regional Areas Office personnel, including the rating specialists, Hearing Officers or Decision Review Officers;
- Ensuring consistency among rating specialists Hearing Officers or Decision Review Officers in their regional area;
- Advising the COTR (Program Manager) if the contractor fails to remove, correct or replace rejected Medical Disability Examination Reports;
- Ensuring that information on unacceptable reports is entered into the data base;
- Reconciling Region Area Office records to contractors monthly invoice to ensure correctness of reporting;
- Providing the COR, COTR (Program Manager) and COTR (Medical Director) all applicable documentation relating to issues in their area of responsibility;
- Assuring timely oversight on all regional area issues; Informing the COR; COTR (Program Manager) and COTR (Medical Director) when a contractor is not performing in accordance with the terms and conditions of the contract, and coordinating with the COR, COTR (Program Manager) and COTR (Medical Director) corrective actions necessary to restore the contract performance,
- Providing to the COR and COTRs draft correspondence addressed to the contractor relating to performance issues on the contract;
- Coordinating with the COR, COTR (Program Manager), COTR (Medical Director), Rating Specialists, Hearing Officers or Decision Review Officers on any problem areas on the contract or in relationships with the Contractor or any of the government personnel working on this contract;
- Establishing an open communication channel with other VA Regional Office Project Coordinators- and
- Maintaining a filing system.

**RESPONSIBILITIES OF THE RATING SPECIALISTS,
HEARING OFFICERS OR DECISION REVIEW OFFICERS**

- Receiving the training on the procedures and processes from the VA Regional Area Coordinators, the Contractor, the COR, or the COTRs as appropriate;
- Ordering the appropriate examination(s) for the individual veteran using the process developed for this contract;
- Reviewing the examination report to ensure that all necessary information is included so that it can be used to determine the Veteran's disability rating or the purpose the report is intended; Promptly rejecting all examination reports that do not meet the requirements and specifying the defect or corrections necessary to be made;
- Entering information into the data base on any unacceptable reports;
- Routing any defective reports with the request for additional information back through the VA Regional Area Coordinators to the Contractor; and
- Coordinating with the VA Regional Office Project Coordinator on any problem areas on the contract or in relationships with the Contractor or any of the personnel working on this contract, including the physician examiners.

WHAT THE COR, COTRS, COORDINATORS, RATING SPECIALISTS, HEARING OFFICERS OR DECISION REVIEW OFFICERS ARE PROHIBITED FROM DOING

- Modifying any of the stated terms of the contract;
- Approving items of cost not specifically authorized by the contract;
- Directing changes (oral or written) to a contractor to start or stop work;
- Directing changes (oral or written);
- Signing supplemental agreements;
- Negotiating;
- Taking any action with respect to termination, except to notify the Contracting Officer that the action is desired;
- Giving guidance to a contractor, either orally or in writing, which might be interpreted as a change in scope or terms of the contract;
- Discussing acquisitions plans or any other advance information that might provide preferential treatment to one firm over another when a solicitation is issued for a competitive procurement; and
- Directing the contractor to begin work prior to the contract award date.

UNDERSTANDING THE CONTRACT

A copy of the Solicitation will be used to orient you to the Contract for Disability Medical Examinations. The contract consists of various sections and attachments as shown below.

| TABLE OF CONTENTS | | |
|--------------------------|--|--|
| SECTION | DESCRIPTION | COMMENTS |
| A | SOLICITATION/CONTRACT FORM | THIS TABLE OF CONTENTS IS TAKEN FROM SECTION A |
| B | SUPPLIES OR SERVICES AND PRICES/COSTS | |
| C | DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT | |
| D | PACKAGING AND MARKING | NOT APPLICABLE TO THIS CONTRACT |
| E | DELIVERIES OR PERFORMANCE | |
| F | DELIVERIES OR PERFORMANCE | |
| G | CONTRACT ADMINISTRATION DATA | |
| H | SPECIAL CONTRACT REQUIREMENTS | |
| I | CONTRACT CLAUSES | |
| J | LIST OF ATTACHMENTS | |
| K | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS | INCORPORATED BY REFERENCE INTO THE CONTRACT |
| L | INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS | SOLICITATION PROVISIONS |
| M | EVALUATION FACTORS FOR AWARD | SOLICITATION PROVISIONS |

| LIST OF ATTACHMENTS | | |
|----------------------------|---|---------------------------------|
| SECTION | DESCRIPTION | COMMENTS |
| A | DEFINITIONS | |
| B | GENERAL INSTRUCTIONS FOR COMPENSATION AND PENSION EXAMINATIONS | |
| C | CONTRACT EXAMINATION JURISDICTIONS | |
| D | RESERVED | NOT APPLICABLE TO THIS CONTRACT |
| E | COMPENSATION AND PENSION EXAMINATION WORKSHEETS | |
| F | EXPERIENCE REFERENCE MATRIX | APPLICABLE TO SOLICITATION ONLY |
| G | PAST PERFORMANCE QUESTIONNAIRE | APPLICABLE TO SOLICITATION ONLY |
| H | CLIENT AUTHORIZATION LETTER | APPLICABLE TO SOLICITATION ONLY |
| I | PERFORMANCE REQUIREMENTS SUMMARY | |
| J | PERFORMANCE INCENTIVES | |
| K | PERFORMANCE-BASED INCENTIVES CALCULATION | |
| L | INFORMATION TECHNOLOGY SPECIFICATION SHEET | |
| M | VA REGIONAL OFFICE COMPENSATION AND PENSION EXAMINATION REQUEST SHEET | |

SECTION A SOLICITATION/CONTRACT FORM

Section A consists of information pertaining to the Solicitation, the Offer and the Award. The information that is of particular interest to the Contract Administration Team is the Table of Contents. The Table of Contents identifies where the clauses or information is located in the document.

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

Section B is the section that contains all of the pricing information, including the Contract Line Item Numbers (CLINS) and description of the CLIN. This section contains unit pricing for invoicing contract efforts/deliverables. It contains pricing for the Phase-In period and the full performance of the Pilot Program for all five years. The Phase-in Period is a lump sum for the effort- procedures, laboratory work and locality adjustments are all percentages to be applied against the stated baselines; and the Service charge for canceled examinations and all of the examination fee schedules are all unit priced.

As a matter of background, several different approaches were utilized before this final version was selected. The original solicitation had an entirely different approach than this final version; it was changed as a result of the comments received from industry at the PreProposal Meeting. Several questions were submitted on this topic and as a result the VA had to change their approach.

Examination Fee Schedule Categories. It was changed to the current approach and pages 18 and 19 of the Questions and Answers towards the back of the Solicitation provides the Summary of the Examination Fee Schedule Categories. This information is contained in the Description Column for the CLINS.

Procedures and Laboratory Work. Separate CLINs were established for these two items. Both of these items are percentages. The procedures adjustment percentage is applied against the National Medicare baseline. The Laboratory Work adjustment percentage is applied against the Medicare 1998 Clinical Diagnostic Laboratory Fee Schedule-National Limit.

Service Charge for Canceled Examinations. A separate CLFN was established for a Service Charge for examinations canceled for failure to report or for cancellations received less than one full workday prior to the scheduled examination, The Coordinators and the COTR (Program Manager) and the Contractor need to assess this on a monthly basis to ensure that the Contractor's processes are effective in minimizing these costs.

Locality Adjustments. CLINs were established for Locality Adjustments for the examinations for each of the Geographical Areas and also for Locality Adjustments for the procedures for each of the Geographical Areas. The method used for applying these Locality Adjustments is addressed in Clause G.1 of the Contract. Locality Adjustments are not applicable to the Laboratory Work.

Veteran's Mileage Reimbursement by the Contractor. The contractor put the estimated amount on the schedule and that is the amount that was included in the unit prices for examinations. The contractor will automatically reimburse the individual veterans directly. There will be no record keeping required by the Government.

SECTION C

DESCRIPTION SPECIFICATIONS/WORK STATEMENT

Section C is the descriptions/specifications/statement of work for the Contract Medical Disability Examinations.

There are two types of work statements. The terms "performance" and "design" are used to distinguish between the types of requirements in a work statement. Design requirements provide a precise statement of how work is to be performed, including material to be used, work methods, and work environment. The contract for Medical Disability Examinations is a performance-based contract. The Government states the requirement and the contract proposes the technical approach to meet those requirements and the performance standards in the contract. Inherent in this approach are clearly stated performance indicators (performance requirements), performance standards and acceptable quality levels (performance measurements). This information is contained in Attachment 1. This contract also has Performance Incentives, Attachment J. This document lists the performance requirements and the positive and negative incentives when the various quality and timely criteria are met. Attachment K summarizes the Performance-Based Incentives Chart and provides some practical examples of how the incentives work.

C. I Contains background for this Pilot Project.

C.2 Provides the scope of the work and specifically excludes Gulf War Environmental Claim examinations and examinations for former Prisoners of War. Attachment E contains Compensation and Pension Examination Worksheets for all areas in musculoskeletal; organs of sense; infectious, immune, and nutritional deficiencies; respiratory; cardiovascular; digestive, genitourinary; gynecological and breast; hemic and lymphatic; skin; endocrine; neurologic; mental disorders; dental and oral examinations. Worksheets are also included for special purpose examinations of cold injury protocol, and aid and attendance or housebound status examinations.

The second paragraph in this segment discusses which examinations (audiology, dental, ophthalmology and psychiatric) must be conducted by specialists and groups the non-specialist examinations into (1) Comprehensive General Medical Examinations; (2) Detailed Examinations-Level 1 (3 or more examination worksheets) and (3) Detailed Examination Level 11 (less than 3 examination worksheets). These descriptions are translated into the various CLINs in Section B, the Schedule.

The third paragraph levies on the Contractor the requirement to provide examining physicians, examination facilities, available lab testing and necessary support staff, and general medical administrative services to include: scheduling examinations- providing notification to the individual to be examined; and electronic transmission of transcribed text file examination reports.

The fourth paragraph covers the information technology requirements. This paragraph also refers to Attachment L, Information Technology Technical Specification Sheet.

The fifth paragraph requires the Contractor to provide access to their administrative office from at least 8:00 a.m. to 7:00 p.m. Eastern Time.

The last paragraph in this section requires the contractor to comply with quality, provide security of records, comply with Privacy Act provisions, and provide mailing address for overnight mailing of any VA records and subsequent return. It also requires that the examination reports are adequate and in compliance with the examination request worksheets (Attachment E).

C.3 This section covers Examination Requirements and also refers to the Compensation and Pension Examination Worksheets at Attachment E.

The second paragraph addresses all tests and studies and the limitations and relevant information thereto. Tests categorized as requiring approval shall not be scheduled without prior approval from the VA Regional Office requesting the examination. Also no invasive procedure shall be performed without the prior approval of the individual to be examined and the VA.

The third paragraph also deals with tests in that if recent test results are documented in the record and available to the examining physician for review, those tests need not be repeated unless specifically requested by the VA or there is indication of recent change in the condition examined.

The fourth paragraph deals with how the physician provider must complete the report and gets to the issue of what a quality report consists of.

The last paragraph states that examination reports returned for clarification, correction, or completion will be amended and returned without additional charge. The only exception will be for reimbursement charges for additional tests required.

C.4 Reporting Requirements are covered in this section.

The contractor shall electronically transmit completed transcribed reports to the requesting Regional Office. A list of services performed, including examination category(s), tests completed with related CPT codes, and descriptive titles and associated fees will also be attached.

The second paragraph in this section deals with the contractor maintaining a database and providing monthly status report of examination requests to each VA Regional Office requesting examinations, specific to that Regional Office's requests. The detail required in the reports is described. The contractor also has to maintain individual examination request status information accessible on-line by the VA Regional Offices and VA Central Office.

The last paragraph in this section requires the contractor to provide a copy of the consolidated database monthly to the COR.

C.5 This section covers the requirement for the contractor to pay the travel expense reimbursement to individuals who do not reside in the same city in which the examination is conducted.

C.6 This section covers examination access; i.e., no further than 30 miles for nonspecialist examination and 100 miles for specialist examinations or the distance from the examinee's home of record to the nearest VA Medical Center or VA Outpatient Clinic, whichever is greater. This section also covers examinations requiring more than one specialty scheduled on a single day at a single site.

C.7 Examination Locations lists all of the VA Regional Offices participating in this Pilot Project and also refers over to Contract Examination Jurisdictions, Attachment C.

C.8 Covers personnel and the requirements for physician providers, i.e., medical examinations shall be conducted by a graduate of an accredited medical school, who is licensed to practice in the state where he/she conducts examinations. Can't be excluded, suspended or otherwise barred from participation in government programs. Contractor has to keep in their files the examining physicians current medical liability insurance coverage and the documentation of their credentialing review and make that information available to the VA for review on demand.

C.9 This section covers training -The VA provides information to the contractor and the contractor develops training for all examiners conducting examinations not only on the general VA information but also on the specific Compensation and Pension Examination Worksheets. Instructions will be based on and include the information contained in the General Instructions for Compensation and Pension Examinations, Attachment B. A copy of Attachment B has to be provided to the examiners also. The contractor also is required to have a training program and to train all of the support staff personnel.

C.10 The contractor is responsible for having an effective quality control program. Acceptable quality is addressed in Attachments I, J, and K of the contract.

C.11 The contractor shall prevent the unauthorized release of information obtained by employees in the performance of work required by this contract. The contractor has to comply with and train their employees on all regulations and laws such as the Privacy Act.

C.12 Phase-in Performance and Periods of Performance are covered in this last section. The Phase-in Period starts at contract award and ends on 30 April 1998. Full performance of all efforts under this contract begins on 1 May 1998 and goes through 30 April 1999. The first, second and third options are one year each and the fourth option is nine months long. The total contract period cannot exceed five years.

SECTION E INSPECTION AND ACCEPTANCE

Section E is the section of the contract that covers Inspection and Acceptance. Understanding the terms of this section, along with the information referenced in this section is absolutely vital to effective monitoring. The contractor is responsible for Quality Control and the Government is responsible for Quality Assurance. Sections C and F; Attachment 1, Performance Requirement Summary; and Attachment J, Performance Incentives, are referenced in Clause E.2 as the standards of performance. The Contract Oversight Plan covers this area in general terms. This Oversight Plan is on page 3 of the Contract Administration Plan - General.

SECTION F DELIVERIES OR PERFORMANCE

Section F covers Deliveries or Performance. Clause F. I covers Stop Work Order and Government Delay of Work. The Term of the Contract is at F.2. Clause F.3 contains the performance standards and references Attachment I and J again.

SECTION G CONTRACT ADMINISTRATION DATA

Section G contains information specifically relevant to this contract. The clauses are:

G.1 Invoice Requirements-This clause is of particular interest to the COR and Contractor because this is how the Contractor will prepare the invoice. The COR will certify the monthly payments after performing the necessary analysis and reconciliation with the Coordinators and/or COTRS.

G.2 Invoice Submission-This clause tells the contractor where to send the invoice.

G.3 Representatives of Contracting Officers-This clause states that the Contracting Officer will appoint representatives.

G.4 Authorities of Government Personnel-This clause specifically designates a COTR (Program Manager), COTR (Medical Director), COR and the CO.

SECTION H SPECIAL CONTRACT REQUIREMENTS

Section H contains clauses required by the Federal Acquisition Regulation, the VA Supplement thereto and unique requirements for this contract. The clauses are:

H.1 MINIMUM GUARANTEED QUANTITY FOR INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ)-This clause states that the Government will order a minimum of 19,000 examinations a year.

H.2 MAXIMUM QUANTITY ORDER FOR IDIQ-This clause specifies that the Government may order a maximum aggregate number of 247,000 Medical Disability Examinations for the total period of the contract.

H.3 CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR-This clause states that the representations, certifications and other statements of the offeror contained in Section K of the contract are incorporated into the contract by reference. Clauses K. 17, Contractor's Program Manager, and K. 18, Responsible Officials who can receive notification of an improper invoice and answer questions regarding the invoice are the two clauses that will be used routinely in the administration of this contract. The same individual is identified in both of these clauses and the information is included on page I of the Contract Administration Plan-General.

H.4 CONTRACTOR'S PROGRAM MANAGER-This clause specifies that the Contractor shall designate a Program Manager to manage the efforts for the performance of all work under this contract. The information is included on page I of the Contract Administration Plan-General.

H.5 REQUIREMENTS FOR CORRECTION OF SUBSTANDARD PERFORMANCE-This clause states essentially that when any member of the Contract Administration Team becomes aware of substandard performance in any area of the contract, that the contractor will be given verbal and/or written notification, depending on the circumstances of the issue. Contractor shall resolve performance issues consistent with the requirements specified in the SOW and the Performance Requirement Summary. For example, the steps for correcting a deficient medical disability examination are covered in the Performance Requirements Summary. For other type of deficiencies where the corrective actions are not specifically stated, the contractor will submit a Plan of Action to correct the performance issue within ten working days. If it is not corrected to the satisfaction of the Contract Administration Team, the contractor's performance file is annotated and the observations will be included in the Quarterly/Semi-annual Performance Assessment as appropriate. Any resultant performance measurements will be in accordance with the Performance Requirements Summary. Positive and negative incentives will be in accordance with Attachment J, Performance Incentives, and Attachment K, Performance-Based Incentives Calculation.

H.6 PERFORMANCE-BASED INCENTIVES-This clause addresses the procedures for monthly payments, quarterly performance assessments and the Timing of performance-based incentive determination and payment.

Monthly Payments. These are authorized for all CLINs except CLFN 000 1, Phase I. The monthly payments will be paid without consideration of the Performance-Based Incentives so that there will be no delay in the monthly payments by the Government.

Quarterly Performance Assessments.

--Performance-Based Incentives are only applicable to Examinations, i.e., CLINs X002, X003, X004, X005 and the locality adjustments for those CLINs, i.e., CLFN X008. Incentives are paid when the contractor performs above the acceptable level in relation to the performance standards established for Examination Quality and Examination Timeliness I in Performance Incentives, Attachment J. Conversely, a deduction may be taken by reductions in the fixed price for performance graded below the acceptable level for these two areas- Examination Quality and Examination Timeliness I.

--A written Quarterly Assessment will be provided to the Contractor for the first and third quarters. This report will be done within 30 days of the end of those periods and will include any areas needing attention/improvement and areas where the contractor is doing well. Semi-annually, the contractor shall provide a briefing to the COTR (Program Manager) and the Contracting Officer on their perception of their performance and address any problem areas and their recommended solutions. The VA considers this information along with their internal assessment for the second and fourth quarters and provide formal documentation of the performance assessment and the amount approved for the Performance Based Incentives for the Semi-Annual Performance Assessments.

--A performance-based incentive will be available for payment every six months of the contract term after the Semi-Annual Performance Assessment is completed. The Contracting Officer will determine the performance-based incentive earned based on the contractor's total performance (quality and timeliness), the COTR's consolidated reports and individual ratings assigned to each Customer Service Survey. (The survey will be jointly developed by the Contractor and VA after contract award and requested from a sample of Veterans obtaining services under this contract. The CO's determination of the performance-based incentive is final and not subject to appeal.

Timing of Performance-Based Incentive Determination and Payment. The CO will issue the performance-based incentive determination within 60 days from the completion of a performance period for a Semi-Annual Performance Assessment. It could take longer if events impede the incentive determination. Any resultant positive incentive will be paid and any resulting negative incentive will be deducted from the payment for the month in which the Contracting Officer makes the determination regardless of the period in which the performance occurred.

H.7 DATA TRANSFER.

--The Contractor will establish on-line electronic data exchange capability. This functionality will be used to transmit examination requests, receive completed examination reports, query status of pending requests, transmit monthly activity reports and transmit email messages. Complete examination reports will include a list of services performed, including examination category(s); tests completed with related CPT codes descriptive titles and associated fees.

--The database established by the contractor will be capable of receiving examination requests, tracking status of requests, maintaining completed examination reports for a minimum of one year and generating monthly reports including number of examination requests received, the number of examination reports completed, the number of examination reports pending including a list of the pending examination requests, the average time from receipt of examination request to transmission of a completed examination report for reports completed that month, and the average number of days since receipt for requests still pending. Lists of rescheduled examinations, examinations canceled for failure to report and refusal to report shall also be provided.

--The contractor shall present a connectivity strategy compatible with current VA information technology system architecture as specified in Attachment L, Information Technology Technical Specification Statement. The connectivity strategy must include a protocol to ensure privacy of information transmitted.

--The contractor is responsible for the database and connectivity maintenance and will provide a prototype demonstration for VA acceptance by the end of the Phase-In Performance period with production iteration available and accessible by the beginning of the performance period of this contract.

SECTION I CONTRACT CLAUSES

This section contains all of the contract clauses required to be in the contract by the Federal Acquisition Regulation, which governs contracting in the Federal Government. This section also contains the clauses required by the Veteran's Administration Acquisition Regulation for this contract. This section will mostly be used by the CO and the COR; however, there are clauses that may be of interest to the COTRs and Coordinators such as the following:

--Clauses 1.3, ORDERING, and 1.4, ORDER LIMITATIONS, addresses minimum and maximum orders and ordering itself.

--Clause 1.5, INDEFINITE QUANTITY, addresses the type of contract. The key elements of this contract type are that the quantities of services specified in the schedule are estimates only and are not purchased by this contract. The Government does have to pay for the minimum quantity (19,000) for each year the contract is in effect but cannot exceed the maximum quantity (57,000) in any one year. Procedures are also all owed to cover the cross over period from one option year to the next, i.e., examinations ordered by 30 April of the base period may be conducted NLT 31 May with the resultant reports due NLT 30 Jun.

--Clause 1.6, OPTION TO EXTEND THE TERM OF THE CONTRACT, states that the Government will provide prior notice of intent to extend 60 days before the contract expires and then provides an actual modification to the contract to exercise the option. The total duration of the contract if all of the options are exercised shall not exceed 5 years.

--Clause 1.7, AVAILABILITY OF FLTND\$ FOR THE NEXT FISCAL YEAR, states that funds are not available beyond September 1998. This clause will be used by the COTR (Program Manager) and the COR to put more funds on the Delivery Order or issue a new Delivery Order.

--Clause 1.9, DISPLAY OF VA HOTLINE POSTER, states that the Contractor shall display VA Hotline posters prominently in common work areas within business segments performing work under VA contracts unless the Contractor has established a mechanism, such as a Hotline, by which employees may report suspected instances of improper conduct and instructions that encourage employees to make such reports. The last paragraph of this clause tailors this VA Clause to the instant contract. It states, "The Posters must be exhibited for public display at all areas of contract performance or the same information inserted into the Examination Notification Letter going to the Veteran. Additionally the Poster must be displayed in all contractors administrative offices.

--Clause 1.10, INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE, is of general interest to all government personnel working with this contract. This clause requires the contractor, along with all the health-care providers, to maintain professional liability insurance issued by a responsible insurance carrier of not less than \$1 million per person and \$3 million general aggregate. The contractor will maintain certificates of insurance or insurance policies and any changes thereto and make them available for the Government's review upon request. The contractor shall also certify to the CO by letter that all examiner providers have provided evidence of insurability.

--Clause 1.11, CONTRACTOR RESPONSIBILITIES, requires the contractor obtain all necessary licenses and/or permits required to perform this work.

--Clause 1.12, COMMERCIAL ADVERTISING, states that the contractor will not advertise the award of the contract in their commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

SECTION J LIST OF ATTACHMENTS

ATTACHMENT A-DEFINITIONS. This is a list of terms, along with the definitions, that are applicable to this contract.

ATTACHMENT B-GENERAL INSTRUCTIONS FOR COMPENSATION AND PENSION EXAMINATIONS. This title clearly indicates the purpose of this document. The contractor is required to provide a copy of this document to all examiners and to train the examiners and any other personnel (such as quality) on the information in this document.

ATTACHMENT C-CONTRACT EXAMINATION JURISDICTIONS. This attachment lists all eight Regional Offices of the Pilot Sites, the jurisdiction of each, the projected initial year examination total and the maximum yearly examination total based on the inclusion of all claims in the respective areas.

ATTACHMENT E-COMPENSATION AND PENSION EXAMINATION WORKSHEETS-These are the worksheets that the Contractor's examiners will use to conduct the Medical Disability Examination; the Rating Specialists, Hearing Officers, and Decision Review Officers will use to order the examinations and use as a baseline to assess the quality of the reports; the COTR (Medical Director) will use in the quality assurance program and the COTR (Project Manager) will use in managing the overall technical program. If updates or changes are required on these worksheets, they will be handled as formal changes to the contract in the form of a revised Attachment E Worksheet and Contract Modification.

ATTACHMENT F, EXPERIENCE REFERENCE MATRIX; ATTACHMENT G, PAST PERFORMANCE QUESTIONNAIRE; AND ATTACHMENT H, CLIENT AUTHORIZATION LETTER. These are applicable only to the solicitation phase of this Pilot Project.

ATTACHMENT I, PERFORMANCE REQUIREMENTS SUMMARY and ATTACHMENT J, PERFORMANCE INCENTIVES. These documents and the Statement of Work are the critical parts of this contract. The Statement of Work clearly states what the VA is procuring; Performance Requirements Summary establishes the Performance Requirement, Performance Standard and the Performance Measures; and the Performance Incentives specifies the applicable performance requirements along with the positive and negative incentives. The Performance Incentives are only applicable to examination CLINs as far as quality and timeliness. An important aspect of this process is that the Contractor has to perform at the acceptable level or higher in quality to obtain an incentive for timeliness and vice versa. These documents are the cornerstone for ensuring that the VA gets what it pays for-improved service for our Nation's Veterans.

ATTACHMENT K, PERFORMANCE-BASED INCENTIVES CALCULATION. This document provides a performance-based incentives chart and an example of a performance-based incentives calculation. In trying to keep the example simple, the location adjustment was not added. In actuality, the way the calculation will be done is that locality adjustment for examinations will be added to the examination total and then the performance-based incentives will be applied to that dollar figure.

ATTACHMENT L, INFORMATION TECHNOLOGY TECHNICAL SPECIFICATION SHEET. The Statement of Work and this attachment contains the VA's information technology requirements for this Contract.

ATTACHMENT M, VA REGIONAL OFFICE COMPENSATION AND PENSION EXAMINATION REQUEST WORKSHEET. This Examination Request Worksheet will be adapted to and be resident in the database and will be used by the Rating Specialists, Hearing Officers, and Decision Review Officers to order the Medical Disability Examinations.

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

This section is incorporated by reference into the contract and consists of representations, certifications or submission of other information by the offerors. However there are two clauses that will be used regularly by several members of the Contract Administration Team, i.e., K. 17, CONTRACTOR'S PROGRAM MANAGER; and K. 18, RESPONSIBLE OFFICIAL (S) WHO CAN RECEIVE NOTIFICATION OF AN IWROPER FNVOICE AND ANSWER QUESTIONS REGARDFNG THE FNVOICE. The names of these individuals is provided in the discussion above on H.4, CONTRACTOR'S PROGRAM MANAGER.

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This section is only applicable to the solicitation stage and is not part of the contract, However, it provides insight to the Contract Administration Team as to what the offerors were told about this effort and how they were to include in their offer.

SECTION M EVALUATION FACTORS FOR AWARD

This section is only applicable to the solicitation stage and is not part of the contract. However, it provides insight to the Contract Administration Team as to how the offers were evaluated. These evaluation factors were used by the Technical Evaluation Board in evaluating each of the offers and by the Contracting Officer in making the final selection and awarding the contract.