THIS IS A SOURCE SOUGHT NOTICE / REQUEST FOR INFORMATION (RFI) ONLY. THIS IS NOT A REQUEST FOR PROPOSAL AND/OR QUOTE.

Disclaimer

This Sources Sought is issued solely for the purpose identifying potential sources for a future requirement and does not constitute a solicitation. All information received in response to this notice that is marked as proprietary will be handled accordingly.

Responses to this notice are not offers and cannot be accepted by the Government to form a binding contract. Responders are solely responsible for all expenses associated with responding to this Sources Sought notice.

Synopsis

This is not a solicitation announcement. This is a Sources Sought synopsis only. The purpose of this is to gain knowledge of potential qualified sources. A solicitation is not being issued at this time, and this notice shall not be construed as a commitment by the Government to issue a solicitation or ultimately award a contract, nor does it restrict the Government to a particular acquisition approach. Any information provided by industry to the Government as a result of this sources sought synopsis is strictly voluntary. Responses will not be returned. No entitlements to payment of direct or indirect cost or charges to the Government will arise as a result of contractor submission of responses or the Government's use of such information.

The Government is contemplating North American Industry Classification Systems (NAICS) 621399, Office of All Other Miscellaneous Health Practitioner (Size Standard: $10.0 Million). ***Inquiries or suggested alternative to this NAICS must be submitted in writing and include supporting rationale.***

Responses to this Sources Sought synopsis will be used by the Government to make appropriate acquisition decisions and are not considered adequate responses to a potential future solicitation announcement. After reviewing all responses to this synopsis, a solicitation announcement may be published via the Contracting Opportunities or GSA eBuy website.

The VHA Regional Procurement Office – West, Network Contracting Office 19 (NCO19), on behalf of Salt Lake City Veterans Affairs Medical Center (SLCVAMC) located in Salt Lake City, Utah 84148 is seeking information and sources for intraoperative neurophysiologic monitoring (IONM) services including providing certified technicians, equipment, instrumentation and disposable accessories that are required for the accurate neurophysiologic monitoring of the beneficiaries located at SLCVAMC. Neurophysiologic monitoring is the use of electrophysiological methods such as electroencephalography (EEG), electromyography (EMG), and evoked potentials to monitor the functional integrity of certain neural structures (e.g., nerves, spinal cord, and parts of the brain) during surgery. The purpose of intraoperative neurophysiologic monitoring is to reduce the risk to the patient of iatrogenic damage to the nervous system, and/or to provide functional guidance to the surgeon and anesthesiologist.

Contractor shall be available for emergent cases as needed.

Place of Performance: Contractor shall furnish services at the Salt Lake City Veterans Affairs Medical Center, 500 Foothill Drive, Salt Lake City, Utah 84148

Period of Performance: The Government is anticipating a period of performance consisting of a one (1) base year with four (4) option years, which may be exercised to extend the period of performance.

NAICS Code: 621399 - Office of All Other Miscellaneous Health Practitioner, PSC: Q523 – Medical – Surgery, Small Business Size Standard: $10.0 Million

Responses

Interested parties are requested to submit a statement of capability outlining past work that is related to this requirement listed above. The statement of capability shall include:

1. Vendor Name
2. Address
3. Point of Contact (POC)
4. Contact Phone Number(s)
5. Contact E-mail Address
6. Unique Entity Identifier (UEI)
7. CAGE Code
8. Business Category
9. Company's Business Size (i.e., annual revenues and employee size)
10. Brief Introduction of Company
11. Anticipated Teaming Arrangements (delineate between work accomplished by prime and work accomplished by teaming partners)
12. Description of Relevant Contract Experience (Government and Commercial)
    a. Contract Number
    b. Requirements Description
    c. Total Contract Value (to include initial award amount and any modifications (description and value)
    d. Place of performance
    e. Organization to which contract is executed
        1. POC Name
        2. Phone Number(s)
        3. E-mail address
13. Current price list for market research purpose only
14. Capability Statement demonstrating the ability to meet the Government’s anticipated requirement

Again, any information submitted by the respondents to this source sought synopsis is strictly voluntary. The company's standard format is acceptable; however, the limit for all responses is not to exceed five (5) single-sided, 12 font size, 8 ½ x 11-inch pages. Capability must be submitted with enough detail for the Government to make an informed decision. The submitted information shall be UNCLASSIFIED.

Please email capability statements to: Contract Specialist, Haylee Schrick-Ange at Haylee.schrick-ange@va.gov by 2:00 PM Mountain Standard Time on August 18, 2026. Telephone inquiries will not be accepted. Please note "Neuromonitoring Services - SLCVAMC" in the subject line of the email.

Potential offerors are responsible for monitoring System for Award Management (SAM) website for the possible release of the solicitation package.

All Contractors doing business with the Federal Government must be registered in SAM.gov.

DISCLAIMER

This RFI is issued solely for information and planning purposes only and does not constitute a solicitation. All information received in response to this RFI that is marked as proprietary will be handled accordingly. In accordance with FAR 15.201(e), responses to this notice are not offers and cannot be accepted by the Government to form a binding contract. Responders are solely responsible for all expenses associated with responding to this RFI.

PERFORMANCE WORK STATEMENT

1. GENERAL:

1.1. Services Provided: Contractor shall provide both normal business hours and after-hours coverage of intraoperative neurophysiologic monitoring (IONM) services including providing certified technicians, equipment, instrumentation and disposable accessories that are required for the accurate neurophysiologic monitoring of the beneficiaries of the Salt Lake City Veterans Affairs Medical Center (SLCVAMC) located in Salt Lake City, Utah 84148. Neurophysiologic monitoring is the use of electrophysiological methods such as electroencephalography (EEG), electromyography (EMG), and evoked potentials to monitor the functional integrity of certain neural structures (e.g., nerves, spinal cord, and parts of the brain) during surgery. The purpose of intraoperative neurophysiologic monitoring is to reduce the risk to the patient of iatrogenic damage to the nervous system, and/or to provide functional guidance to the surgeon and anesthesiologist. Contractor shall be available for emergent cases as needed.

1.2. Place of Performance: Contractor shall furnish services at the SLCVAMC, 500 Foothill Drive, Salt Lake City, Utah 84148

1.3. Authority: Title 38 USC 8153, Health Care Resources (HCR) sharing Authority

1.4. Policy/Directives/Handbooks. The contractor shall be subject to the following policies, including any subsequent updates during the period of performance. The policies listed below can be accessed electronically at the following: VA Publications VHA Publications

1.4.1. VA Directive 1663: Health Care Resources (HCR) Contracting – Buying Title 38 U.S.C. 8153

1.4.2. VHA Directive 1003.04: VHA Patient Advocacy

1.4.3. VHA Directive 1065: Productivity and Staffing Guidance for Specialty Provider Group Practice

1.4.4. VHA Directive 1088(1): Communicating Test Results to Providers and Patients

1.4.5. VHA Directive 1100.18: Reporting and Responding to State Licensing Boards

1.4.6. VHA Directive 1100.20: Credentialing of Health Care Providers

1.4.7. VHA Directive 1100.21: Privileging

1.4.8. VHA Directive 1192.01: Seasonal Influenza Vaccination Program for VHA Health Care Personnel

1.4.9. VHA Directive 1220(1): Facility Procedure Complexity Designation Requirements to Perform Invasive Procedures in Any Clinical Setting

1.4.10. VHA Directive 1605.01: Privacy and Release of Information

1.4.11. VHA Directive 1907.01: VHA Health Information Management and Health Records

1.4.12. VHA Handbook 1100.17: National Practitioner Data Bank (NPDB) Reports

1.4.13. Privacy Act of 1974 (5 U.S.C. 552a) as amended: http://www.justice.gov/oip/foia_updates/Vol_XVII_4/page2.htm

1.5. Acronyms/Definitions: 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. AANS: American Association for Neurological Surgeons http://aans.org/en/Education%20and%20Meetings/Clinical%20Guidelines.aspx

1.5.2. ABNS: American Board of Neurological Surgery http://www.abns.org/content/default.asp

1.5.3. ACGME: Accreditation Council for Graduate Medical Education

1.5.4. ACLS: Advanced Cardiac Life Support

1.5.5. AOD: Admitting Officer of the Day

1.5.6. BLS: Basic Life Support

1.5.7. CCNE: Commission on Collegiate Nursing Education: www.aacn.nche.edu/accreditation

1.5.8. CDC: Centers for Disease Control and Prevention

1.5.9. CR: Contract Discrepancy Report

1.5.10. CEU: Certified Education Unit

1.5.11. CME: Continuing Medical Education

1.5.12. CMS: Centers for Medicare and Medicaid Services

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1.5.13. 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.

1.5.14. 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.

1.5.15. COS: Chief of Staff

1.5.16. CPARS: Contractor Performance Assessment Reporting System

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. EHR: Electronic Health Record - electronic health record system used by the VA

1.5.21. FSMB: Federation of State Medical Boards

1.5.22. FTE: Full Time Equivalent VA's standard definition is for full time working the equivalent of 80 hours every two weeks, 2080 hours per year. However, providers may propose using their standard FTE definition.

1.5.23. HHS: Department of Health and Human Services

1.5.24. HIPAA: Health Insurance Portability and Accountability Act

1.5.25. HR: Human Resources

1.5.26. ISO: Information Security Officer

1.5.27. 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.

1.5.28. MOD: Medical Officer of the Day

1.5.29. 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).

1.5.30. NLNAC: National League for Nursing Accrediting Commission. www.nlnac.org

1.5.31. Non-Contract Provider: any person, organization, agency, or entity that is not directly or indirectly employed by the Contractor or any of its subcontractors

1.5.32. NP: Nurse Practitioner

1.5.33. NPPES: National Plan and Provider Enumeration System

1.5.34. PA: Physician Assistant

1.5.35. PALS: Pediatric Advanced Life Support

1.5.36. POP: Period of Performance

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1.5.37. PPD: Purified Protein Derivative

1.5.38. PWS: Performance Work Statement

1.5.39. 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.

1.5.40. QA/QI: Quality Assurance/Quality Improvement

1.5.41. QM/PI: Quality Management/Performance Improvement

1.5.42. QASP: Quality Assurance Surveillance Plan

1.5.43. Veterans Health Administration (VHA): The central office for administration of the VA medical centers through 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.

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.

2. QUALIFICATIONS:

2.1. Staff/Facility

2.1.1. License: The Contractor's technician(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 technician(s) who have current, full and unrestricted licenses in one or more states, but who have, or ever had, a license restricted, suspended, revoked, voluntarily revoked, voluntarily surrendered pending action or denied upon application will not be considered for the purposes of this contract.

2.1.2. Board Certification: Technicians must provide proof of board certification through the American Board of Registration of Electroencephalographic and Evoked Potential Technologist. In addition, 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: Credentialing and privileging is to be done in accordance with the provisions of VHA Directive 1100.20 and VHA Directive 1100.21 referenced above. The Contractor is responsible to ensure that proposed technician(s) possesses the requisite credentials enabling the granting of privileges. No services shall be provided by any Contractor's technician(s) prior to

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obtaining approval by the Facility Medical Executive Board and Medical Center Director.

2.1.3.1. If a Contractor's technician(s) and/or other contract provider(s) are 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 technician(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 technician(s) and Contractor's technician(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) Requirements: Contractor shall provide the COR copies of current CMEs as required or requested by the facility. Contractor's technician(s) registered or certified by national/medical associations shall continue to meet the minimum standards for CME to remain current. Contractor shall report CME hours to the credentials office for tracking. These documents are required for both privileging and re-privileging. Failure to provide shall result in loss of privileges for Contractor's technician(s).

2.1.6. Training: Contractor shall meet all VA educational requirements and mandatory course requirements defined herein; all training must be completed by the contractor's technician(s) as required by the VA. Other training may become required. VA will communicate any changes to the training requirement to the contractor.

Training	Frequency	Annual Hours
VA Privacy and Information Security Awareness and Rules of Behavior	Annual	1.00 Hours
VHA Privacy and HIPAA Focused Training	Annual	1.00 Hours

2.1.7. **STANDARD INFECTION CONTROL MEASURES (PPD, IMMUNIZATIONS, ETC.):** Contractor shall provide proof of the following for technicians 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 yea**r.

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 technician(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.

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2.1.7.2. MEASLES, MUMPS, & RUBELLA TESTING: Contractors shall provide proof of immunity for all Contractor technicians {This is applicable to all health care workers}.

2.1.7.3. VARICELLA: Contractors shall provide proof of immunity for all Contractor technicians {This is applicable to all health care workers}.

2.1.7.4. ACELLULAR PERTUSSIS: Contractors shall provide proof of 1 dose of Tdap vaccination for all Contractor technicians {This is applicable to all health care workers}.

2.1.7.5. INFLUENZA: Contractors shall provide proof that all Contractor technicians have received the annual Influenza vaccine unless it is contraindicated. If the Contractor technician 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. 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 technician(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.

2.1.7.7. The facility 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 facilities). 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.

2.1.10. Conflict of Interest: The Contractor and all Contractor's technician(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

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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 technician(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 Performance: The qualifications of Contractor personnel are subject to review by VA Medical Facility COS or his/her clinical designee and approval by the Medical Center Director as provided in VHA Directive 1100.20 and VHA Directive 1100.21. Clinical/Professional performance monitoring and review of all clinical personnel covered by this contract for quality purposes will be provided by the facility COS and/or the Chief of the Service or his designee. A clinical COR may be appointed, however, only the CO is authorized to consider any contract modification request and/or make changes to the contract during the administration of the resultant contract.

2.3. Non-Personal Healthcare Services: The parties agree that the Contractor and all Contractor's technician(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 technicians are prohibited from referring VA patients to contractor's or their own practice(s).

2.6. Inherent Government Functions: Contractor and Contractor's technician(s) shall not perform inherently governmental functions. This includes, but is not limited to, determination of agency policy, determination of Federal program priorities for budget requests, direction and control of government employees (outside a clinical context), selection or non-selection of individuals for Federal Government employment including the interviewing of individuals for employment, approval of position descriptions and performance standards for Federal employees, approving any contractual documents, approval of Federal licensing actions and inspections, and/or determination of budget policy, guidance, and strategy.

2.7. No Employee status: The Contractor shall be responsible for protecting Contractor's technician(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 Contractor's technician(s). When a Contractor or Contractor's technician(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 Contractor's technician(s)) action or non-action shall be the responsibility of the Contractor and/or insurance carrier.

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2.9. Key Personnel:

2.9.1. 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 technician is unable to complete an assigned shift, the contractor shall provide replacement technician coverage within 2 hours and notify the Contracting Office Representative (COR).**

2.9.2. 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 30 calendar days prior to making any permanent substitutions.

2.9.2.1. 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 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.

2.9.2.2. For temporary substitutions where the key person shall not be reporting to work for thirty (30) 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.

2.9.2.3. 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 technician(s), s/he may request, without cause, immediate replacement of said Contractor's technician(s). The CO and COR shall deal with issues raised concerning Contractor's technician(s)' conduct. The final arbiter on questions of acceptability is the CO.

2.9.2.4. Contingency Plan: Because continuity of care is an essential part of facility's medical services, The Contractor shall have a contingency plan in place to be utilized if the Contractor's technician(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. VA Business Hours: Work Schedule: Most cases shall be done Monday through Friday during normal business hours. However, there will be cases needing coverage after hours and weekends.

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Clinic / OR Schedule:

Monday through Friday 8:00AM - 5:30PM.

After Hours Schedule:

Weekday coverage starting Monday through Thursday 5:30PM to 8:00AM, Friday 5:30PM to 12:00AM.

Weekend coverage starting Saturday 12:00AM through 8:00AM Monday.

3.1.1. Patients must be seen by a Contractor's technician(s) on-site at facility 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.

3.1.2. Contractor's technician(s) shall be available and present in clinic during normal facility clinic hours, facility which will be established, and may be revised, as deemed appropriate for patient care by the Chief of Staff. Currently, normal clinic hours are 0800-1730.

3.1.3. Off-hours Coverage: Contractor must make the Contractor's technician(s) available on-call during all hours when the facility clinic is closed, including evenings, weekends and holidays.

3.1.4. On-call technician(s) for emergent cases as needed. On-call technicians shall be on site within 45 minutes of a notification call from the operating room (OR) which is the standard for VA employees as well.

3.2. 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 to be a national holiday.

4. CONTRACTOR RESPONSIBILITIES

4.1. Clinical Personnel Required: The Contractor shall provide technician(s) who are competent, qualified per this performance work statement and adequately trained to perform assigned duties. The contractor shall provide on-call services of a(n) intraoperative neurophysiologic technician(s) and required instrumentation to monitor the following surgical procedures:

4.1.1. SPINE SURGERY
4.1.2. NEUROSURGERY
4.1.3. INTERVENTIONAL NEURORADIOLOGY
4.1.4. CARDIOTHORACIC SURGERY
4.1.5. VASCULAR SURGERY

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4.1.6. GENERAL ORTHOPEDIC SURGERY
4.1.7. OTOLARYNGOLOGY

4.2. Standards of Care: The Contractor's technician(s) shall cover the range of IONM 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.

4.2.1. VA Standards: VHA Directive 2006-041 "Veterans' Health Care Service Standards" (expired but still in effect pending revision); https://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1443

4.2.2. 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

4.2.4. American Board of Registration of Electroencephalographic and Evoked Potential Technologists https://abret.org/ and;

4.2.5. The requirements contained in this PWS

4.3. **MEDICAL RECORDS**

4.3.1. Authorities: Contractor's technician(s) providing healthcare services to VA patients shall be considered as part of the Department Healthcare Activity and shall comply with the 5 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 of VA patients. 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 Privacy Act 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 technician(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. VA authorizes the Contractor to discuss patient health information for coordination of care with community health care providers in compliance with VA regulations, HIPAA and VHA Directive 1605.01, Privacy and Release of Information. The VA will provide the Contractor with a copy of VHA Directive 1907.01, Health Information Management and Health Records and VHA Directive 1605.1, Privacy and Release of Information. The penalties and liabilities for the unauthorized disclosure of VA patient information mandated by the statutes and regulations mentioned above, apply to the Contractor.

4.3.4. Professional Standards for Documenting Care: Care shall be appropriately documented in medical records in accordance with standard commercial practice

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and guidelines established by VHA Handbook 1907.01 *Health Information Management and Health Records* and all guidelines provided by the VAMC.

4.3.5. Release of Information: The VA shall maintain control of releasing any copies of patient health information or health records 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: estimated 100% 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. Board Certified /Board Eligible Intraoperative Neuromonitoring Technicians

4.4.2. Scope of Care: Contractor's Technician(s) (as appropriate and within scope of practice/privileging) shall be responsible for providing Intraoperative Neuromonitoring Services.

4.4.2.1. Surgical Care: Contractor Technician(s) shall provide Surgical Intraoperative Neuromonitoring Services. Contractor Technician(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.

4.4.2.1.1. Approximate case load is as follows:

Number of patients per month: 4-6 cases

4.4.2.1.2. Operative Services: Contractor Technician(s) shall provide comprehensive clinical Neurosurgery services, including but not limited to the following:

4.4.2.1.3. Intraoperative Follow-up: The Contractor Technician(s) shall be present in the operating suite for all procedures that require Intraoperative Neuromonitoring.

4.4.2.1.4. 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.

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

4.4.3. ADMINISTRATIVE: estimated 10% of time not involved in direct patient care

4.4.3.1. Quality Improvement Meetings: The Contractor's Technician(s) shall participate in continuous quality improvement activities and meetings with committee participation as required by the VAMC Chief of Service, Chief of Staff, or designee.

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

4.4.3.3. Patient Safety Compliance and Reporting: Contractor's Technician(s) shall follow all established patient safety and infection control standards of care. Contractor's Technician(s) shall make every effort to prevent medication errors, falls, and patient injury caused by acts of commission or omission in

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the delivery of care. All events related to patient injury, medication errors, and other breeches 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 VA Patient Safety Reporting System, following up with COR as required or requested.

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

4.5.1. Quality Management/Quality Assurance Surveillance: Contractor technicians) shall be subject to Quality Management measures, such as patient satisfaction surveys, timely completion of medical records, and Peer Reviews. Methods of Surveillance: Focused Provider Practice Evaluation (FPPE) and Ongoing Provider Practice Evaluation (OPPE). Contractor performance will be monitored by the government using the standards as outlined in this Performance Work Statement (PWS) and methods of surveillance detailed in the Quality Assurance Surveillance Plan (QASP). The QASP shall be attached to the resultant contract and shall define the methods and frequency of surveillance conducted.

4.5.2. Patient Complaints: The CO will resolve complaints concerning Contractor relations with the Government employees or patients. The CO is final authority on validating complaints. If the Contractor is involved and named in a validated patient complaint, the Government reserves the right to refuse acceptance of the services of such personnel. This does not preclude refusal in the event of incidents involving physical or verbal abuse.

4.5.3. The Government reserves the right to refuse acceptance of any Contractor personnel at any time after performance begins, if personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal complaints by patient or other staff members to designated Government representatives. Standards for conduct shall mirror those prescribed by current federal personnel regulations. The CO and COR shall deal with issues raised concerning Contractor's conduct. The final arbiter on questions of acceptability is the CO.\

4.5.4. Performance Standards:

4.5.4.1. Measure: Provider Quality Performance
Performance Requirement: Contractor shall meet all scheduled obligations, and or on-call requirements.
Standard: 90%
Acceptable Quality Level: 90% meet standards
Surveillance Method: Logbook entries of technicians on-site. Surgery Department oversight
Frequency: As needed

4.5.4.2. Measure: Qualifications of Key Personnel
Performance Requirement: All Contractor's technician(s) shall be certified in accordance with American Board of Registration of Electroencephalographic and Evoked Potential Technologists.
Standard: All 100% Contractor's technician(s) are Certified
Acceptable Quality Level: 100%
Surveillance Method: Periodic Inspection or Random Sampling of qualification documents

Frequency: Annually

4.5.4.3. Measure: Maintains licensing, registration, and certification
Performance Requirement: Updated Licensing, registration and certification shall be provided as they are renewed. Certification information kept current.
Standard: All (100%) licensing, registration(s), certification(s) for Contractor's technician(s) shall be provided as they are renewed. Certification information kept current.
Acceptable Quality Level: 100 % certification(s) for Contractor's technician(s) shall be provided as they are renewed. Certification information kept current
Surveillance Method: Periodic Inspection or Random Sampling of records.
Frequency: Annually

4.5.4.4. Measure: Patient Access
Performance Requirement: The Contractor shall provide Contractor's technician(s) in accordance with the operating hours outlined in this PWS.
Standard: All (100%) Contractor's Technician(s) are on time and available to perform services.
Acceptable Quality Level: Contractor's technician(s) are on-time and available to perform services 90% of the time.
Surveillance Method: Periodic Inspection or Random Sampling of Time and Attendance Sheets
Frequency: Biannually

4.5.4.5. Measure: Patient Safety
Performance Requirement: Patient safety incidents shall be reported using VA Patient Safety Reporting System. All incidents reported immediately (within 24 hours.)
Standard: All (100%) of patient safety incidents are reported using VA Patient Safety Reporting System within 24 hours of incident.
Acceptable Quality Level: 100% of patient safety incidents are reported using VA Patient Safety Reporting System within 24 hours of incident.
Surveillance Method: Periodic Inspection or Random Sampling
Frequency: Upon incident

4.5.4.6. Measure: Mandatory Training
Performance Requirement: Contractor shall complete all required training on time per facility policy.
Standard: All (100%) of required training is complete on time by Contractor's technician(s).
Acceptable Quality Level: 90% completions,
Surveillance Method: Periodic Inspection or Random Sampling
Frequency: Annually

4.5.4.7. Measure: Privacy, Confidentiality and HIPAA
Performance Requirement: Contractor shall complete all required training on time per facility policy
Standard: All (100%) Contractor's technician(s) comply with all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA
Acceptable Quality Level: 90% compliance
Surveillance Method: Periodic Inspection or Random Sampling; Contractor shall provide evidence of annual training required by VAMC, reports violations per VA Handbook 6500.6.
Frequency: Annually

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4.5.5. Registration with Contractor Performance Assessment Reporting System

4.5.5.1. As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates Contractor past performance on all contracts that exceed the Simplified Acquisition Threshold 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 Sea 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 (FAPIIS). FAPIIS is a web-enabled application accessed via CPARS for Contractor responsibility determination information.

4.5.5.2. Each Contractor whose contract award is estimated to exceed the Simplified Acquisition Threshold requires a CPARS evaluation. A government Focal Point will register your contract within thirty days after contract award and, at that time, you will receive an email message with a User ID (to be used when reviewing evaluations). Additional information regarding the evaluation process can be found at www.cpars.gov or if you have any questions, you may contact the Customer Support Desk @ DSN: 684-1690 or COMM: 207-438-1690.

4.5.5.3. For contracts with a period of one year or less, the contracting officer will perform a single evaluation when the contract is complete. For contracts exceeding one year, the contracting officer will evaluate the Contractor's performance annually. Interim reports will be filed each year until the last year of the contract, when the final report will be completed. The report shall be assigned in CPARS to the Contractor's designated representative for comment. The Contractor representative will have sixty (60) days to submit any comments and re-assign the report to the CO.

4.5.5.4. Failure for the Contractor's representative to respond to the evaluation within those sixty (60) days, will result in the Government's evaluation being placed on file in the database with a statement that the Contractor failed to respond; the Contractor's representative will be "locked out" of the evaluation and may no longer send comments.

5. GOVERNMENT RESPONSIBILITIES

5.1. VA Support Personnel, Services or Equipment: Contractor technician shall have all equipment checked by the facilities Bio–Medical Engineering team to ensure equipment is functional.

5.2. Contract Administration/Performance Monitoring: After award of contract, all inquiries and correspondence relative to the administration of the contract shall be addressed to: (enter contract administration if not already listed in another area- list the title (not name) and contact information for COR, Clinical point of contact, and any other relevant personnel involved).

5.2.1. CO RESPONSIBILITIES:

CO – To be determined

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5.2.1.1. The Contracting Officer is the only person authorized to approve changes or modify any of the requirements of this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue any modification to include (but not limited to) terms affecting price, quantity or quality of performance of this contract.

5.2.1.2. The Contracting Officer shall resolve complaints concerning Contractor relations with the Government employees or patients. The Contracting Officer is final authority on validating complaints. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer without authority, no adjustment shall be made in the contract price to cover an increase in costs incurred as a result thereof.

5.2.1.3. In the event that contracted services do not meet quality and/or safety expectations, the best remedy will be implemented, to include but not limited to a targeted and time limited performance improvement plan; increased monitoring of the contracted services; consultation or training for Contractor personnel to be provided by the VA; replacement of the contract personnel and/or renegotiation of the contract terms or termination of the contract.

5.2.2. COR Responsibilities:

The COR for this contract is: To be appointed

5.2.2.1. The COR shall be the VA official responsible for verifying contract compliance. After contract award, any incidents of Contractor noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.

5.2.2.2. The COR will be responsible for monitoring the Contractor's performance to ensure all specifications and requirements are fulfilled. Quality Improvement data that will be collected for ongoing monitoring includes but is not limited to: Entering data that may be collected.

5.2.2.3. The COR will maintain a record-keeping system of services by electronic file. 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. The COR will review and certify monthly invoices for payment. If in the event the Contractor fails to provide the services in this contract, payments will be adjusted to compensate the Government for the difference.

5.2.2.4. All contract administration functions will be retained by the VA.

6. SPECIAL CONTRACT REQUIREMENTS

6.1. Reports/Deliverables: The Contractor shall be responsible for complying with all reporting requirements established by the Contract. Contractor shall be responsible for assuring the accuracy and completeness of all reports and other documents as well as the timely submission of each. Contractor shall comply with contract requirements regarding the appropriate reporting formats, instructions, submission timetables, and technical assistance as required.

6.1.1. The following are brief descriptions of required documents that must be submitted by Contractor: upon award; weekly; monthly; quarterly'; annually, etc. identified throughout the PWS and is provided here as a guide for Contractor convenience. If

an item is within the PWS and not listed here, the Contractor remains responsible for the delivery of the item.

What	Submit as noted	Submit To
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
Copy of Subcontracting Plan is required for all large businesses. Copy of Contractor Certification Statement if non-subcontracting possibilities exist.	Upon proposal and as updated	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.	Contracting Officer
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

6.2. Billing:

6.2.1. Invoice requirements and supporting documentation: Supporting documentation and invoice must be submitted no later than the 20th workday of the following month in which services were rendered. 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:

6.2.1.1. Name and Address of Contractor

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6.2.1.2. Invoice Date and Invoice Number

6.2.1.3. Contract Number and Purchase/Task Order Number

6.2.1.4. Date of Service

6.2.1.5. Contractor's technician(s)

6.2.1.6. Hourly Rate

6.2.1.7. Quantity of hours worked

6.2.1.8. Total price

6.3. Vendor Electronic Invoice Submission Method: Invoices will be electronically submitted to the Tungsten website at https://www.tungstenautomation.com/. Tungsten Automation direct vendor support number is 877-489-6135 for VA contracts. The VA-FSC pays all associated transaction fees for VA orders. During Implementation (technical set-up) Tungsten Automation will confirm your Taxpayer ID Number with the VA-FSC. This process can take up to 5 business days to complete to ensure your invoice is automatically routed to your Certifying Official for approval and payment. To successfully submit an invoice to VA-FSC please review "How to Create an Invoice" within the how to guides. All invoices submitted through Tungsten Automation to the VA-FSC should mirror the current submission of Invoice. Clarification of additional requirements should be confirmed with your Certifying Official (your CO or buyer). Payment will only be made for actual services rendered. Payments shall be made monthly in arrears. The VA-FSC requires specific information in compliance with the Prompt Pay Act and Business Requirements. The contractor shall be reimbursed upon receipt of a proper invoice. For additional information, please contact:

Tungsten Support
Phone: 1-877-489-6135
Website: https://www.tungstenautomation.com/

Department of Veterans Affairs Financial Service Center
https://www.fsc.va.gov/einvoice.asp

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 (VA Handbook 6500.6): The C&A requirements do not apply, and a Security Accreditation Package is not required.

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