PERFORMANCE WORK STATEMENT
Yoga Therapy

1. DESCRIPTION OF SERVICES

The contractor shall provide yoga therapy to patient populations of Veterans at the Michael E. DeBakey VA Medical Center (MEDVAMC). Contractor's personnel shall perform services via video teleconference (VTC). Contractor shall provide all access to the necessary resources to accomplish two-way, interactive, virtual platforms to offer online classes and individual sessions of live yoga therapy. VA will provide card reader equipment and permission to access the VA server for documentation in the patient record. Virtual classes will be conducted through the secure VA WebEx platform.

The parties agree that contract personnel shall not be considered VA employees for any purpose and Contractor's personnel will not perform any supervisory duties during the term of the contract. Only those services specified herein are authorized. Changes to the contract are not authorized unless in writing by the Contracting Officer.

The contractor shall provide a point of contact with which the Contracting Officer's Representative (COR) can coordinate and report problems between the hours of 8:00 AM to 8:00 PM Monday through Friday excluding holidays, and between the hours of 8:00 AM to 5:00 PM on weekends. During normal administrative hours (7:30 AM to 4:00 PM Monday through Friday excluding holidays), the Contractor shall coordinate with and report any problems to the COR. Outside of these hours, the Contractor shall coordinate with and report any problems to the Whole Health Clinical Director.

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1.1 BASIC SERVICES: POSITION DUTIES AND RESPONSIBILITIES

a. Yoga Therapist: Yoga therapists shall be certified through a program accredited by the International Association of Yoga Therapists (IAYT). IAYT yoga therapists obtain comprehensive training across a variety of medical contexts including diabetes, heart disease, trauma, pain and prenatal care. The yoga therapist shall utilize this specialized knowledge to provide yoga therapy that is supportive of, and sensitive to, the clinical needs of the following patient populations.

Veterans with Headaches. Yoga therapy (YT) will be performed in accordance with the standards of IAYT for Veterans with chronic headaches as part of the Integrative Headache Clinic (IHC) in Neurology.

(1) Yoga therapist will provide 6 units per week of direct patient contact in the form of either individual yoga therapy sessions or group-based sessions for implementing yoga therapy treatment plans for Veterans enrolled within the Integrative Headache Clinic. Each session will consist of a maximum of 50 minutes of yoga therapy, including education on benefits of yoga for headaches, and instruction in yoga practices specific to the needs and ability of the individual Veteran. Session fees will include the therapist's time spent documenting the visit in the VA's electronic medical record.

(2) The therapist will be available for 1 hour per week to conduct direct patient care support activities, including but not limited to: a) providing virtual consultation to

members of the Whole Health and/or IHC team to ensure smooth coordination of Veteran care, b) conducting service planning meetings with the Whole Health and/or IHC, c) completing trainings in support of Veteran yoga therapy care.

b. Yoga Therapist will observe the following responsibilities:

(1) Maintain patient confidentiality and a safe patient care environment, including treating only patients whose physical activity readiness screening indicates readiness for at least moderate physical activity, and use of yoga practices demonstrated to be safe for individuals in generally good health.

(2) The contractor shall provide patient-centered care by performing the following:

- facilitate learning and application of yogic tools (e.g. breathwork, meditation, movement) in support of optimized functioning related to headaches or pregnancy
- adapt yoga protocols to match Veteran's ability and to support Veteran's medical needs
- educate Veterans regarding health benefits associated with yoga
- collect and document pertinent data into the Veteran's electronic medical record within required time frames (encounter entered same day as visit; note completed within 2 days of visit)
- verify Veterans' location at the start of each virtual session (location may be obtained at initial visit, and Veterans may be asked to notify instructor in subsequent sessions if their location has changed)
- verify the presence and identity of any other individuals present at the time of the visit (e.g. spouse, other family member)
- in the event of a medical emergency incapacitating the Veteran, contact emergency services on the Veteran's behalf to be dispatched to their location

(3) Contractor personnel shall always conduct themselves in a professional manner treating patients/residents, visitors, and staff in a courteous manner. Sustained allegations of patient/resident or coworker abuse, both verbally or physically, will result in immediate removal from the MEDVAMC, and will also be reported to the Contracting Officer. These incidents may result in that contractor employee not being eligible for continued contract performance with the MEDVAMC.

(4) Contractor's personnel will abide by the MEDVAMC Code of Ethical Behavior and Practice (MCP No. 11-012).

(5) Dress apparel: Contractor personnel shall be required to dress in a professional manner and in accordance with MEDVAMC Medical Center Policy Memorandum No. 05-004, "Dress Code." Given the nature of the work, exceptions will be made for parts b.1, b.3, b.4, and c.2. Exercise attire and tank tops are permitted as these are part of typical appropriate yoga attire.

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c. **Yoga Supervisor/Point of Contact:** Should any sub-contracted personnel provide part of the services outlined in this contract, the contractor shall designate a supervisory Point of Contact (POC) who shall be responsible for overall performance of the work under this contract and shall have full authority to act for the Contractor on all matters relating to daily operation.

1.2 QUALIFICATIONS/KNOWLEDGE/SKILLS

The contractor shall ensure that all contract personnel have met the qualifying criteria outlined in this section. Personnel shall be proficient in spoken and written English. Personnel shall be graduates of a professional, accredited IAYT yoga therapy training program.

Contract personnel will be required to provide and maintain current IAYT certification. Contractor shall provide proof of updated certifications with their quote by the solicitation due date. The contractor shall also provide proof of updated certifications to the COR prior to being scheduled for MEDVAMC-required training. Contractor shall also provide proof of updated certifications to the COR or designated individual throughout contract performance prior to their expiration. Individuals must meet physical requirements to perform yoga instruction without physical restrictions. Personnel must also have a working knowledge and basic skills in the use of personal computers (PC). Contract personnel are required to be credentialed through VetPro.

Evidence of completion of required credentials, required training, current competencies and initiation of background investigations **must** be initiated for all contractor personnel referred to perform services under this contract **prior** to providing direct patient care.

Ultimately, the decision to accept or reject contract staff rests with the VA. Contractor shall not have any personnel report to duty until written notification is received from the Contracting Officer advising that the candidate(s) presented has met all requirements for contract performance.

2. SCHEDULING

The VA reserves the right to cancel or change any scheduled class of any contract personnel with at least a 24-hour notice to the contractor prior to cancellation of a class, at no cost to the VA. If the VA fails to provide 24-hour advance notice, the contractor may invoice for the scheduled yoga class as if it was performed.

The contractor shall notify the COR for any cancellations or changes in scheduling. The contractor shall provide the name of the replacement provider, if one can be identified and approved within the contract requirements prior to performing on this contract. The contractor shall provide notification of cancellations at least 4 hours prior to the beginning of a scheduled class. If the Contractor fails to provide required notification and/or provide replacement personnel to perform the services within the time specified in this contract, the COR will record the event with a Contract Deficiency Report. Repeated cancellations or schedule changes, even if provided with 4 hours' notice or more, shall be recorded on the contractor's performance with a contract deficiency report.

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3. TOUR OF DUTY

The contractor shall be logged in remotely to the WebEx platform on the VA server at the start of scheduled classes or individual visits, remain present throughout the duration of scheduled classes or visits, and be performing required services during that time. The scheduling, tracking and compensation of any sub-contracted personnel in accordance with State or Federal Law is the sole responsibility of the Contractor.

Services shall be performed between the hours of 8:00 AM and 8:00 pm CT on weekdays and between 8:00 AM and 12:00 pm CT on weekends as detailed in #1 above, excluding Federal holidays. No scheduled work shall take place on Federal holidays unless directed by the Contracting Officer (CO). VA follows all Federal holidays that are set by law (USC Title 5 Section 6103).

The Contractor shall provide and maintain a class schedule that specifies the day of the week and time of each class within the parameters specified in section entitled "BASIC SERVICES POSITION DUTIES AND RESPONSIBILITIES".

The Government hereby provides notice, and Contractor hereby acknowledges receipt, that Government personnel observe the listed days as holidays:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas	December 25

In addition to the days designated as holidays, the Government observes the following days:

1. Any other day designated by Executive Order
2. Any other day designated by the President's Proclamation
3. Any other day designated by Federal Statute

4. MEDVAMC-CONDUCTED TRAINING REQUIREMENTS

The contractor's personnel shall attend the following training classes provided by MEDVAMC prior to reporting for duty.

- CPRS (Computerized Patient Record System) (est. 4 hrs.)
- VA Privacy and Information Security Awareness and Rules of Behavior
- Privacy and HIPAA Training

MEDVAMC-CONDUCTED TRAINING REQUIREMENTS WILL BE AT THE CONTRACTOR'S EXPENSE.

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Former MEDVAMC employees who have separated from the facility within the previous 6 months will not be required to complete the orientation process prior to being eligible for scheduled shifts.

5. CONTRACTOR'S RESPONSIBILITY

The contractor shall designate a Point of Contact (POC) who shall be responsible for overall performance of the work under this contract and shall have full authority to act for the Contractor on all matters relating to daily operation. The POC's name and contact information shall be provided to both the Contracting Officer and the COR. The POC or designated alternate shall respond to calls from the COR or Recreation Therapy Supervisor within 60 minutes during normal administrative hours, 8:00 AM to 4:30 PM Monday through Friday, excluding holidays, for calls concerning personnel staffing problems or other issues requiring immediate attention.

Contractor shall provide scheduled services throughout the agreement period. The Contractor shall, in writing, keep the Contracting Officer informed of any unusual circumstances in conjunction with the contract.

The Contractor shall assume full responsibility for the protection of its personnel furnishing services under this contract. Contractor's personnel shall not be considered VA employees for any purpose.

The Contractor shall provide the following to MEDVAMC: immediate notification of any pending or previous actions filed against an individual with the IAYT, and the VA-required Background Investigations. The contractor shall provide MEDVAMC the information for agency 6-part folders that will include an Annual Appraisal form from the Contractor, initial competency/skills checklist assessment, and training/education information.

The Contractor shall complete the "CPRS Tab-by Tab Training," "TMS Privacy and HIPAA Focused Training" and "VA Privacy and Information Security Awareness and Rules of Behavior".

The Contractor shall complete the following online documents: eQUIP, Credentialing & Privileging worksheet, and VETPro.

The Contractor shall be held to the same performance and conduct standards as MEDVAMC employees.

6. TERM OF THE CONTRACT

The performance period will be 12 months from the effective date of award.

7. QUALITY ASSESSMENT

The COR will be responsible for handling service-related documentation under the contract received by MEDVAMC. The COR shall ensure that proper invoices are certified for payment in a timely fashion.

COR will notify the Contracting Officer (CO) of any contract non-compliance immediately upon gaining knowledge of any such incident. The COR will use the Contract Discrepancy Report

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(CDR) form to document any problems that may arise during the term of the contract. The CDR along with any other backup documentation will be forwarded to the CO. The CO will then notify the contractor. Further, the COR will maintain copies of all the above-mentioned documents.

COR cannot make changes to the agreement, direct Contractor's work, or obligate the Government in any way.

8. CONFLICT OF INTEREST

a. Under the performance of this contract, a government employee who is employed by the contractor is prohibited from participating personally and substantially on behalf of the Government through decision, approval, disapproval, recommendation, rendering of advice, certifying for payment or otherwise in that contract. No VA employee who is an employee, director or trustee of an affiliated university or who has a financial interest in the contract may lawfully participate in a VA contract or any other Government contract with the contractor.

b. In relation to the contract monitoring procedures a government employee who is also employed by the contractor may not certify bills for payment. An employee who is not an employee, officer, director or trustee of the contractor and who does not have a financial interest in the contract shall perform this duty.

9. LIABILITY INSURANCE REQUIREMENTS

The Contractor will be required to carry the following type and amount of insurance through the contract period:

- General Liability $1,000,000 per occurrence
- Professional Liability $2,000,000 aggregate
- Online Teaching Coverage

10. BADGES

All contractor personnel shall be sponsored by an official VA Personal Identity Verification (PIV) sponsor (Contracting Officer Representative) to be issued a VA PIV credential for access to the VA network. This credential will expire on the date of the contract expiration.

11. PAYMENT

Payment shall be made for actual services performed in accordance with the contract. The contractor must be logged in remotely to the VA server by the start of the class and must be performing the services required of a yoga therapist to be eligible for payment.

The FSC uses a third-party contractor, Tungsten, for Vendor Electronic Invoice Submission Methods. Facsimile, e-mail, and scanned documents are not acceptable forms of submission for payment requests.

Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods below:

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- A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (http://www.x12.org).
- Contractor should visit this website to set up an account and begin submitting electronic invoices, free of charge: http://www.tungstennetwork.com/US/en/veterans-affairs/

Payment shall be made for actual services performed in accordance with the contract using the VA's Electronic Invoice Presentment and Payment System (IPPS). Contractors should submit an invoice for payment following completion of the services documented in the invoice.

Invoices must be itemized to include the following information:
Time period being invoiced
Description of services
Unit cost billed
Extended amount due Invoice number, date and
Order and obligation numbers.

Payment shall be made after the COR certifies that services identified within the billing period have been performed.

12. PROCEDURES FOR OIM/COMPUTER ACCESS

Access requirements to VA information systems by contract personnel shall meet or exceed those requirements established for personnel as described in VHA Directives provided by Information Security. A written and signed request for user access by VHA Management, or designee(s), constitutes management approval (sponsorship) to initiate a request for access to any sensitive automated information system. Access shall be granted to non-VA users only if the purpose for access meets criteria of the Privacy Act and VA Confidentiality regulations and transfer. To obtain access, the contractor must submit a written request with an original signature to VA Mental Health Care Line (MHCL) office fourteen (14) days prior to the orientation assignment. MEDICAMC will provide the VA form, ADP Security Notice & Request for Access. Contract personnel must complete VetPro process, be fingerprinted, and Background Investigation forms submitted as part of the Background Investigation requirement.

Contract personnel will be required to sign on before starting work under this contract and abide by the VA Computer Access Security Agreement and Confidentiality Agreement.

In the performance of official duties, Contract personnel have regular access to printed and electronic files containing sensitive information, which must be protected under the provisions of the Privacy Act of 1974, HIPAA, and other applicable laws and regulations. The employee is responsible for (1) protecting that information from unauthorized release or from loss, alteration or unauthorized deletion, and (2) following applicable regulations and instructions regarding access to computerized files, release of access codes, etc. and (3) completing mandatory education regarding privacy and security as required by VA. Talent Management System (TMS) courses "Privacy and HIPAA Focused Training" and "VA Privacy and Information Security Awareness and Rules of Behavior" are required prior to start of work.

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Courses will be accessed via the internet. Certificates of completion shall be sent to the COR. Inappropriate usage of VA computer systems (as defined in the user access agreement) will constitute grounds for (at the least) terminating access for that person and (at the most) termination of the entire contract.

Inactive accounts for 90 days are automatically flagged by VistA and require action by OIT to remove the flag before the user can log back into the system. Accounts that are inactive for 6 months are “terminated.” If this occurs, one must go through the process of requesting access as described above before access will be reinstated.

13. RECORDS MANAGEMENT AND DATA OWNERSHIP REQUIREMENTS

The following provisions establish standard requirements for the creation, management, maintenance, and protection of records generated in the performance of this contract. These requirements are applicable to contracts involving Electronic Information Systems (EIS) and ensure that all records produced, maintained, or accessed by the Contractor are managed in accordance with Federal laws, regulations, and agency policies.

a. Applicable Laws and Regulations
The Contractor shall comply with all applicable federal records management statutes and regulations, including but not limited to:
• 44 U.S.C. Chapters 21, 29, 31, and 33
• Freedom of Information Act (5 U.S.C. 552)
• Privacy Act of 1974 (5 U.S.C. 552a)
• 36 CFR Part 1222 and Part 1228

b. Government Ownership of Deliverables
All deliverables and all data contained within deliverables created under this contract are the property of the U.S. Government. The Government retains unlimited rights to use, dispose of, or disclose such data as deemed in the public interest.

c. Prohibition on Unauthorized Record Creation
The Contractor shall not create or maintain any records using Government IT equipment or systems that are not specifically tied to, or authorized by, this contract.

d. Prohibition on Use, Retention, or Dissemination of Protected Information
The Contractor shall not retain, use, sell, or disseminate copies of any deliverables or information containing Privacy Act–protected data or information generally protected by FOIA.

e. Prohibition on Unauthorized Maintenance of Government Records
The Contractor shall not create or maintain any Government records that are not tied to an authorized requirement of this contract.

f. Government Ownership of Data and Records
All data and records produced in the performance of this contract are the property of the Government Agency.

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g. Ownership of Electronic Information Systems and Supporting Documentation
The Government Agency owns all rights to any electronic information—including electronic data, electronic information systems, electronic databases, and associated documentation—created under this contract. The Contractor shall provide all necessary technical documentation to enable Government use of the data.

h. Compliance With Records Management Policies
The Contractor shall comply with all Federal and Agency records management policies, including preservation of all records created or received regardless of format (paper, electronic, email, fax, draft, final).

i. Prohibition on Unapproved Disposition or Destruction
No records may be removed, destroyed, altered, or otherwise disposed of without prior written approval from the Contracting Officer. Unauthorized destruction or mutilation of Federal records is subject to penalties under 18 U.S.C. 2701.

j. Subcontractor Requirements
The Contractor shall obtain written approval from the Contracting Officer prior to entering any subcontract that requires disclosure of information, data, or records covered under this contract. Subcontractors are subject to the same records management and information protection requirements as the Contractor.

14. CONFIDENTIALITY/PRIVACY ACT

The Contractor understands and agrees that the information in the medical records of all patients is confidential. Strict confidentiality shall be maintained, Rules of Confidentiality shall be conformed with in accordance with 38 U.S.C. 3301, 38 U.S.C. 4132, 5 U.S.C. 552(a) et. seq. The Contractor and its personnel shall be held liable in the event of breach of confidentiality. Any person who knowingly and willingly discloses confidential information from the authorizing VA Medical Centers shall be subject to the full extent of the law.

SPECIAL CONTRACT REQUIREMENTS:

15. BACKGROUND INVESTIGATION REQUIREMENT

CONTRACTOR PERSONNEL SECURITY REQUIREMENTS: All contract employees who require access to the Department of Veterans Affairs computer systems shall be the subject of a background investigation and must receive a favorable adjudication from the VA Office of Security and Law Enforcement prior to contract performance. This requirement shall be applicable to all subcontractor personnel requiring the same access. The contractor shall be responsible for obtaining the background investigation prior to the start of the contract.

a. Position Sensitivity – The position sensitivity/risk level has been designated as Non-sensitive/Low Risk.

b. Background investigation – The level of background investigation commensurate with the required level of access is Minimum.

c. Contractor Responsibilities

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(1) The contractor shall bear the expense of obtaining background investigation commensurate with the required level of access is Minimum.

(2) The contractor shall pre-screen all personnel requiring access to the computer systems to ensure they maintain a U.S. citizenship and are able to read, write, speak and understand the English language.

The contractor shall submit or have their employees submit the following required forms to the VA Office of Security and Law Enforcement within three days of receipt of contract award:

Fingerprints (can be performed at MEDVAMC)
Contract Security Services Request Forms 2 and 3

(3) The contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract.

(4) Failure to comply with contractor personnel security requirements may result in termination of the contract for default.

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