

## Statement of Work

### Independent Informal Dispute Resolution Review Consultant For the Centers for Medicare & Medicaid Services (CMS) 2/28/14

#### Background

Under sections 1819(h)(2)(B)(ii)(IV) and 1919(h)(2)(B)(ii)(IV) of the Social Security Act (the Act) and regulations at 42 CFR 488.331 and 488.431 skilled nursing facilities (SNF), nursing facilities (NF) and dually participating facilities (SNF/NFs) are provided the opportunity to request and participate in an Independent IDR if CMS imposes civil money penalties against the facility and these penalties are subject to being collected and placed in an escrow account pending a final administrative decision.

CMS must have in place an Independent IDR entity person to conduct this process for CMPs imposed and subject to being collected and placed in an escrow account as the result of the findings of a Federal survey.

#### Purpose and Requirements Overview

The purpose of this procurement is to obtain the services of a consultant who will conduct an independent review of the Independent IDR process when requested by facilities as a result of a Civil Money Penalty (CMP) having been imposed. This SOW requires the services of an experienced physician or nurse practitioner who is an expert in issues of gerontology and medical treatment of older persons, as well as expertise in the long term care regulations and survey process and who meets the requirements of an Independent IDR entity.

This physician or nurse practitioner must be familiar with the work of the Division of Nursing Homes (DNH) in developing the survey processes, the Interpretive Guidelines, and surveyor training. An expert in the long term care regulations for nursing homes, as well as clinical and medical aspects of treating older people and people with dementia and other chronic illnesses in the nursing home setting is required for this contract.

#### Qualifications

The consultant selected must have the following qualifications:

- In depth knowledge of Medicare and Medicaid program requirements including, but not limited to:
  - a) 42 CFR Part 483, Subpart B, and Part 488, Subparts A, E and F;
  - b) The State Operations Manual (SOM), including;
    - 1) Chapter 7, Definitions and §§ 7212, 7213 and 7900;
    - 2) Appendix P, Appendix PP, Appendix Q; and

- Applicable health care standards of practice, health care management, and/ or life safety code knowledge and experience, relevant to the disputed issues; and
- No financial or other conflict of interest.

Examples of possible conflict of interest include, but are not limited to, individuals who:

- a) Were employed by the State survey agency or the State Ombudsman program within the past year.
- b) Were employed by CMS, Survey and Certification, Division of Nursing Homes within the past year.
- c) Have a family member who is either a resident or an employee of the facility involved in the Independent IDR.
- d) Is currently employed by the facility or organization involved in the Independent IDR.
- e) Have worked within the past year as an employee, consultant or volunteer for the facility or a related corporation, involved in the Independent IDR.
- f) Have ownership interest or currently serves or has served within the past year on the Board of Directors or Governing Body of a facility or organization involved in the Independent IDR.
- g) Have acted within the past year as legal counsel for or against the facility involved in the Independent IDR.

This SOW requires the services of an experienced physician or nurse practitioner who is an expert in issues of gerontology and medical treatment of older persons, as well as expertise in the long term care regulations and survey process and who meets the requirements of an Independent IDR entity.

The selected candidate will be fluent in the use of MS Office Suite, including Microsoft Word, Internet Explorer, Microsoft Outlook, and other software as (deliverable task) required.

All respondents to this effort must provide current credentials and are subject to state and federal background check investigation.

The selected candidate will provide the following high-level professional consultative services to CMS and demonstrate expertise in project management, meeting facilitation and information gathering and dissemination skills. The Deliverables table presents a summary of all deliverables addressed in this procurement.

### **Procurement Administration**

The selected candidate shall provide the resources necessary to perform the tasks of the procurement. The selected candidate shall provide the resources necessary to perform the tasks of this procurement. No diversion from this Statement of Work (SOW) shall be made by the selected candidate without the prior written consent of the Contract Officer (CO) and Contracting Officer Representative (COR).

### **Task 1: Independent Informal Dispute Resolution Process**

The contractor, upon receipt of its copy of a facility Independent IDR request, will, as directed by the COR and/or GTL:

- Complete the Independent IDR within 60 calendar days from CMS's offer for an Independent IDR.
- Not disclose any information related to the facility-requested Independent IDR process, including the results of the Independent IDR review process, to the facility or the public.
- The Independent IDR Entity will comply with all applicable Federal records laws and regulations concerning protected health information and the survey process or the Independent IDR process.
- Provide the COR with their final report upon completion of the Independent IDR.

### **Deliverable 1.1 Independent IDR Report**

The contractor should expect the labor hours for this task to equal 120 hours.

### **Meetings and Travel**

The contractor shall be required to be accessible by telephone to the COR and/or GTL required to participate as designated by the COR and/or GTL in meetings at CMS headquarters. If the contractor is not local to Baltimore, the contractor shall use contract funds to fund travel costs for any in-person meetings as designated by the COR and/or GTL, to consist of no more than 2 trips per year. The contractor shall turn in timely work according to the needs of the task detailed in this contract. To assure the quality of the contractor's performance, the COR and/or GTL shall request progress meetings between the contractor the COR and/or GTL on an as needed basis via telephone. The dates and times of the progress meetings shall be established mutually between the COR and/or GTL and the contractor. If the contractor is not local to Baltimore, meetings can be by teleconference.

### **Place of Performance**

The selected candidate is not required to reside in the greater Baltimore, Maryland metropolitan area; however, the selected candidate will be required to be telephonically available as directed by the COR and/or GTL.

### **Period of Performance**

The period of performance is 12 months.

### **Requirements**

All work performed under this BPA shall be performed under the general guidance and monitoring of the CMS COR and/ or GTL. All purchase order deliverables are subject to CMS approval. Deliverables which do not meet the requirements and specifications of the COR and/or GTL will be not be accepted. The selected candidate is responsible for deliverable re-submission. Repeated non-acceptable deliverables is a breach of this agreement.

### **Government Furnished Property and Information**

Independently, and not as an agent of the Government, the selected candidate will furnish the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government, as needed to perform the requirements of this SOW. There is no Government Furnished Property (GFP) provided for this procurement. The selected candidate will supply their own software, such as Microsoft Office, and have access to a telephone and an e-mail account.

Government Furnished Information (GFI) will be provided in conjunction with required performance under this SOW as determined by CMS. The selected candidate shall become familiar with CMS-provided background materials and shall identify any additional information required from CMS within ten business days of the award of this procurement. All documents and materials pertaining to the nursing policy is confidential, unless otherwise specified by the COR and/or GTL. As such, any outside party granted access to the confidential materials must have prior written approval from the CMS contracting office (CO) and the granted access party must sign a non-disclosure statement. A signed original copy of an approval document must be on file with the CMS Office of Acquisition and Grants Management and the CMSO DNH prior to the review of any related materials. All materials created subsequent to this SOW are and remain the property of CMS.

### **Acceptance Criteria**

The selected candidate will deliver all products to the COR and/or GTL, or other designees as directed by the COR and/or GTL, in a timely fashion according to the need of the task of this procurement – this may include quick turn-around situations where emergent issues are under a tight deadline. Electronic transmission will be the primary deliverable delivery mechanism; however, the selected candidate will also provide hard copies as directed by the COR to CMS. This SOW requires the selected candidate as directed by the COR and/or GTL to be present for consultation with DNH staff and designees as necessary to complete work assigned.

The COR and/or GTL will notify the selected candidate of deliverable acceptance and provide written comments within ten (10) business days of receipt of a deliverable. Within ten (10) business days of the receipt of the COR and/or GTL's written comments, the selected candidate will resubmit the deliverable to the COR and/or GTL.

### **SECTION 508 - ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY**

(a) This task order is subject to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by the workforce Investment Act of 1998 (P.L. 105-220). Specifically, subsection 508(a)(1) requires that when the Federal Government procures Electronic and Information Technology (EIT), the EIT must allow Federal employees and individuals of the public with disabilities comparable access to and use of information and data that is provided to Federal employees and individuals of the public without disabilities.

(b) The EIT accessibility standards at 36 CFR Part 1194 were developed by the Architectural and Transportation Barriers Compliance Board ("Access Board") and apply to contracts and task/delivery orders, awarded under indefinite quantity contracts on or after June 25, 2001.

(c) Each Electronic and Information Technology (EIT) product or service furnished under this contract shall comply with the Electronic and Information Technology Accessibility Standards (36 CFR 1194), as specified in the contract, as a minimum. If the Contracting Officer determines any furnished product or service is not in compliance with the contract, the Contracting Officer will promptly inform the Contractor in writing. The Contractor shall, without charge to the Government, repair or replace the non-compliant products or services within the period of time to be specified by the Government in writing. If such repair or replacement is not completed within the time specified, the Government shall have the following recourses:

1. Cancellation of the contract, delivery or task order, purchase or line item without termination liabilities; or
2. In the case of custom Electronic and Information Technology (EIT) being developed by a contractor for the Government, the Government shall have the right to have any necessary changes made or repairs performed by itself or by another firm for the noncompliant EIT, with the contractor liable for reimbursement to the Government for any expenses incurred thereby.

(d) The contractor must ensure that all EIT products that are less than fully compliant with the accessibility standards are provided pursuant to extensive market research and are the most current compliant products or services available to satisfy the contract requirements.

(e) For every EIT product or service accepted under this contract by the Government that does not comply with 36 CFR 1194, the contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either a contract specified refresh cycle for the product or service, or on a contract effective option/renewal date; whichever shall occur first.

### **Section 508 Compliance for Communications**

The (*Contractor name goes here*) shall comply with the standards, policies, and procedures below. In the event of conflicts between the referenced documents and this *SOW*, the *SOW* shall take precedence.

#### Rehabilitation Act, Section 508 Accessibility Standards

1. 29 U.S.C. 794d (Rehabilitation Act as amended)
2. 36 CFR 1194 (508 Standards)
3. <http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/section-508-standards> (508 Standards)
4. FAR 39.2 (Section 508)
5. CMS/HHS Standards, policies and procedures (Section 508)

In addition, all contract deliverables are subject to these 508 standards as applicable.

Regardless of format, all Web content or communications materials produced, including text, audio or video - must conform to applicable Section 508 standards to allow federal employees and members of the public with disabilities to access information that is comparable to information provided to persons without disabilities. All contractors (including subcontractors)

or consultants responsible for preparing or posting content must comply with applicable Section 508 accessibility standards, and where applicable, those set forth in the referenced policy or standards documents above. Remediation of any materials that do not comply with the applicable provisions of 36 CFR Part 1194 as set forth in the **SOW**, shall be the responsibility of the contractor or consultant.

The following Section 508 provisions apply to the content or communications material identified in this **SOW**:

36 CFR Part 1194.21 a - l

36 CFR Part 1194.22 a - p

36 CFR Part 1194.31 a - f

36 CFR Part 1194.41 a – c

The contractor shall provide a completed Section 508 Product Assessment Template and the contractor shall state exactly how proposed EIT deliverable(s) meet or does not meet the applicable standards.

The following Section 508 provisions apply for software development material identified in this SOW, PWS, or TO:

For software development, the Contractor/Developer/Vendor shall comply with the standards, policies, and procedures below:

Rehabilitation Act, Section 508, Accessibility Standards

(1) 29 U.S.C. 794d (Rehabilitation Act as amended)

(2) 36 CFR 1194 (508 Standards)

36 CFR Part 1194.21 (a – l)

36 CFR Part 1194.31 (a – f)

36 CFR Part 1194.41 (a – c)

(3) <http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/section-508-standards> (508 Standards)

(4) FAR 39.2 (Section 508)

(5) CMS/HHS Standards, policies and procedures (Section 508)

a. Information Technology – General Information

(<http://www.cms.hhs.gov/InfoTechGenInfo/>)

For web-based applications, the Contractor shall comply with the standards, policies, and procedures below:

Rehabilitation Act, Section 508, Accessibility Standards

(1) 29 U.S.C. 794d (Rehabilitation Act as amended)

(2) 36 CFR 1194 (508 Standards)

36 CFR Part 1194.22 (a – p)

36 CFR Part 1194.41 (a – c)

(3) <http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/section-508-standards> (508 Standards)

(4) FAR 39.2 (Section 508)

(5) CMS/HHS Standards, policies and procedures (Section 508)

a. Information Technology – General Information

(<http://www.cms.hhs.gov/InfoTechGenInfo/>)

### Deliverables

Task	Task / Sub-Task Number	Deliverable	Schedule
Written recommendation of Independent IDR process	1	<p>Final Report which will include:</p> <p>List of each deficiency or survey finding that was disputed;</p> <p>A summary of the Independent IDR recommendation for each deficiency or finding at issue and the justification for that result; and,</p> <p>Any comments submitted by the State’s long term care ombudsman and/or residents or resident representatives, as appropriate, taking care to protect confidentiality and protected health information.</p>	No later than 10 calendar days after completion