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Chinle Service unit (CSU) – Tsaile Health Center
Performance Work Statement (PWS)
For Non-Personal Service

Pharmacist Service.

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Performance Work Statement (PWS)
For Non-Personal Services

Pharmacist Service

1.0 General: This Performance Work Statement (PWS) describes the requirements for non-personal services for Pharmacist Services to support the mission of the Indian Health Service (IHS). The Contractor and its key personnel shall provide pharmacist medical provider services in the delivery of patient care within the Indian Health Service (IHS).

1.1 Background: IHS is an agency within the U.S. Department of Health and Human Services and is responsible for providing federal health services to American Indians and Alaska Natives. The provision of health services to members of federally recognized tribes grew out of the special government to government relationship between the federal government and Indian tribes. The IHS is the principal federal health care provider and health advocate for the Indian people. The goal is to assure that comprehensive, culturally acceptable personal and public health services are available and accessible to American Indians and Alaska Natives. The IHS currently provides health services to approximately 1.5 million American Indians and Alaska Natives who belong to more than 557 federally recognized tribes in 34 states.

1.1.1 Navajo Area Indian Health Service (NAIHS) administers health centers and hospitals providing health care to approximately 201,583 members of the Navajo Nation. The Navajo Nation is the largest Indian tribe in the United States and has the largest reservation, which encompasses more than 25,516 square miles in northern Arizona, western New Mexico, and southern Utah, with three satellite communities in central New Mexico. The NAIHS is the primary provider of inpatient, ambulatory care, preventive and community health, and environmental health services for members of the Navajo Nation and the San Juan Southern Paiute Tribe.

1.1.2 Tsaile Health Center (THC) provides medical care for approximately 10,000 Navajo. Serving a rural area, many of our patients travel 100 miles round trip to receive care and do not have electricity or running water in their homes. And, most of our elderly patients speak only Navajo, and live according to traditional Navajo cultural practices. The Tsaile Health Center is an Ambulatory Care outpatient facility. Services offered are: Outpatient Primary Care, Women's Health, Mental Health, Pharmacy, Optometry, Dental, Lab, Radiology, Public Health, Counseling service, Diabetes Program, Health Education and Health Promotion.

1.2 Scope: The Contractor and their key personnel shall provide pharmacist services in accordance with Section 5.0, Performance-Based Requirements.

1.2.1 Duties and responsibilities: Key personnel shall perform outpatient and community health pharmacy services in support of patient care within the Indian Health Service (IHS) in accordance with applicable policies, procedures, and standards of practice.

1.2.1 Place of Performance: Services are to be performed at hospitals, clinics, and other healthcare facilities in the Navajo I.H.S. Areas within the Tsaile Health Center.

1.2.2 Period of Performance: The period of performance shall consist of a base period from January 1, 2027, through December 31, 2027, with up to three (3) option years that may be exercised at the Government's discretion.

1.3 Applicable Documents: Please see the web link listed unless document is listed as an attachment.

1.3.1 The Joint Commission (TJC) Standards
https://www.jointcommission.org

1.3.2 Centers for Medicare & Medicaid Services (CMS)
https://www.cms.gov

1.3.3 Accreditation Association for Ambulatory Health Care (AAAHC)
https://www.aaahc.org

1.3.4 Health Insurance Portability and Accountability Act (HIPAA) of 1996
https://www.hhs.gov/hipaa

1.3.5 Privacy Act of 1974
https://www.justice.gov/opcl/privacy-act-1974

1.3.6 Federal Code of Conduct / Ethical Standards
https://www.ihs.gov

1.3.7 Indian Health Service General Directives and Manuals (IHM)
https://www.ihs.gov/ihm/

1.3.8 Indian Health Service Unit and Health Center Policies, Procedures, and Protocols
(See Section 11.0 for list of attachments and exhibits)

1.3.9 Indian Health Service Information Security Policies
https://www.ihs.gov

1.3.10 Computer Security Act of 1987 (Public Law 100-235)
https://www.govinfo.gov/content/pkg/STATUTE-101/pdf/STATUTE-101-Pg1724.pdf

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1.3.11 Federal Acquisition Regulation (FAR)
https://www.acquisition.gov/far

1.3.12 Crime Control Act of 1990 (Public Law 101-647)

https://www.govinfo.gov

1.3.13 Indian Child and Family Violence Prevention Act (Public Law 101-630)
https://www.govinfo.gov

1.3.14 Code of Ethics for Emergency Physicians (ACEP)
http://www.acep.org/practres.aspx?id=29144

2.0 Definitions

2.1 Acceptance: Constitutes acknowledgment that the supplies or services conform to the applicable contract quality and quantity requirements and subject to other terms and conditions of the contract.

2.2 Approval: Acknowledgment by the designated Government official that submittals, deliverables, or administrative documents (e.g., insurance certificates, installation schedules, planned utility interruptions, etc.) conform to the contractual requirements. Government approval does not relieve the Contractor from responsibility for compliance with contract requirements.

2.3 Area: A defined geographical region for Indian Health Service administrative purposes. Each Area Office may administer several Service Units.

2.4 Code of Ethics: The Code of Ethics for Emergency Physicians approved by the ACEP Board of Directors. This policy defines professional ethical standards applicable to clinical practice.

2.5 Contracting Officer (CO): A Government employee with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

2.6 Contracting Officer's Representative (COR): An individual, including a Contracting Officer's Technical Representative (COTR), designated and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.

2.7 Contractor: The vendor, firm, or company awarded a legally binding contract to provide services

2.8 Cooperative Attitude: Behavior that is positive and displays a willingness to perform assigned patient care tasks and to be a team player.

2.9 Cultural Awareness: Realization and respect for American Indian and Alaska Native practices.

2.10 Customer: Patients, staff and visitors of an IHS service unit and health center.

2.11 Customer Evaluation/Input: Written feedback regarding Contractor performance submitted to the Contracting Officer and used to assess performance.

2.12 Dependability: Qualities of being trusted and able to perform assigned tasks consistently, reliably, and with predictable results.

2.13 Government Vehicle: An IHS owned motor vehicle or a vehicle leased by IHS through agreements with the General Services Administration (GSA) or through commercial rental agreements.

2.14 Health Center: A facility physically separated from a hospital, with a full range of ambulatory services including at least primary care providers, nursing, laboratory, and x-ray which are available at least 40 hours a week for outpatient care.

2.15 Key Personal : Key Personnel: The Contractor's employee providing medical provider services.

2.16 Nonpersonal Service Contract: A contract under which Contractor personnel are not subject, either by contract terms or administration, to supervision and control equivalent to Government employees.

2.17 Ordering Activity: An authorized user of IHS that may issue a task order to obtain required services under this contract.

2.18 Ordering Activity Contracting Officer: A Government employee authorized to issue task orders and modifications and make determinations related to task orders.

2.19 Orientation: An activity designed to provide basic familiarization of the facility and transition the emergency room physician into the IHS Service Unit and/or Health Center and the nursing unit where the services will be provided.

2.20 Past Performance Information: Relevant information regarding a contractor’s prior performance including quality, timeliness, compliance, and customer satisfaction.

2.21 Patient Outcome: The result of clinical pharmacy services provided to patients within the Indian Health Service.

2.22 Performance Required Summary (PRS): A summary listing services to be monitored and the standards to be applied.

2.23 Personal Protective Equipment (PPE): The equipment used to protect medical personnel from exposure to biological, chemical, and radioactive hazards.

2.24 Personal Service Contracts: A contract that, by its express terms or as administered, makes the Contractor appear to be Government employee.

2.25 Purchase Order (PO): An offer by the Government to buy supplies or services from a commercial source upon specified terms and conditions using simplified acquisition procedures (SAP).

2.26: Revolutionary FAR Overhaul (RFO): A government-wide initiative to comprehensively streamline and simplify the Federal Acquisition Regulation (FAR) by returning it to its statutory roots. The RFO represents the most significant update to the FAR in over 40 years.

2.27 Service Unit: The local administrative unit of Indian Health Service.

2.28 Standards of Practice and Standards of Care: Authoritative statements by which the medical profession describes the responsibilities for which its practitioners are accountable. The standards provide direction for professional medical practice and a framework for the evaluation of practice. The standards of professional medical practice may pertain to general or specialty practice.

2.29 Supervisor. Government employee providing technical direction to the key personnel but does not supervise them.

2.30 Task Order: An order issued in accordance with the terms of the contract that details an ordering activity's specific requirements. An ordering activities written order to obtain services, at a minimum will include the following where applicable: description of services, skill categories, hours, price, period of performance, contract number, and the ordering activities task order number.

2.31 Tour of Duty: The time of day the pharmacist is scheduled to perform outpatient pharmacist services; also considered the shift of the day, the time can vary according to the needs of each facility and/or clinic, e.g. 8-hour Tour of Duty.

2.32 Valid Patient Complaint: A substantiated complaint made by a patient and verified through investigation.

2.33 Verifiable Emergency: An unplanned absence requiring documented proof of occurrence acceptable to the Government.

3.0 Government Furnished Information, Property and Services

3.1 Information: Government unique information related to this requirement, which is necessary for Contractor performance, will be made available to the Contractor. The Contracting Officer or designee will be the point of contact for identification of any required information to be supplied by the Government.

3.2 Joint Use by the Government and the Contractor: Except for the property and service listed in 3.3 and 4.0, the Government will provide, for joint use by the Government and the Contractor, all necessary equipment, supplies, and clinic space to perform the services under this contract.

3.2.1 Government Vehicle: If required by the position, authorization shall be in accordance with IHS Chapter 12, Section 13 Motor Vehicle Management.

3.3 Contractor Exclusive Use:

3.3.1 Personal Protective Equipment (PPE). The Government will furnish the Contractor with appropriate PPE other than specified in paragraph 4 of the contract. The Government will be responsible for any repair, cleaning, and inventory required for the PPE. This does not include any type of uniform or laboratory coat.

3.3.2 The Government will provide facility specific contractor identification badges for each contractor. A minimum fee of $20.00 will be charged for lost or destroyed badges.

3.4 Training: Facility specific orientation/training necessary for the Contractor to perform the required duties, e.g., IHS information technology (IT) systems and pharmacy operational procedures. Training will be provided **ONLY** if the subject matter is necessary to improve or enhance the quality of pharmacists service or includes mandates made by the IHS Service Units/Health Centers while the pharmacists is working under this contract. Training **will not** be provided for the purpose of continuing education, career development or individual development.

3.5 Supervisor: LCDR Nivedita Das, Chief Pharmacist, shall provide technical direction regarding performance requirements and operational coordination. Technical direction shall not be construed as supervision of Contractor personnel.

3.5.1 Contracting Officer Representative (COR): Elvera McCabe is primarily responsible for monitoring the technical progress including surveillance and assessment of performance for this order.

3.5.2 Point of Contact: Nivedita Das, Chief Pharmacist, 928-674-7041
nivedita.das@ihs.gov

4.0 Contractor Furnished Property

4.1 Except for the property specified in paragraph 3 as government furnished, the Contractor shall provide all uniforms and other personal medical instruments subject to the following:

4.1.1 Appropriate dress: which shall conform to the requirements of the Indian Health Service Manual, Part 3 Chapter 4 and meet the approval of the Clinical Director at each IHS facility.

4.1.2 Other personal medical instruments: "Other personal medical instruments" are defined as Contractor owned items may include but not limited to stethoscope, scissors, as appropriate to the work unit. The Contractor shall not use unsafe equipment or supplies at any time during performance of this contract. All Contractor furnished equipment and supplies shall be subject to inspection by the Government and must be approved by the COR prior to use by the Contractor. The Government reserves the right to prohibit the use of any materials, supplies, or equipment.

5.0 Performance -Base Requirements: The Contractor and the key personnel shall provide pharmacist services in the delivery of patient care to the Indian Health Service. Specific tasks include the following:

5.0.1 Contract duties: The Contractor shall be responsible for overall staffing, administrative, and contractual support necessary to ensure continuous performance of services under this contract. Contractor responsibilities include, but are not limited to:

a. Staffing and Coverage

- Ensure 100% staffing coverage for all required positions at all times during the period of performance.
- Provide qualified replacement personnel to ensure continuity of patient care when key personnel are unavailable.

b. Personnel Management

- Ensure key personnel meet all qualification, licensure, certification, and credentialing requirements prior to performance.
- Ensure key personnel comply with background investigation and security clearance requirements as directed by the Contracting Officer.

c. Continuity of Services

- Develop and implement staffing plans to address anticipated absences, turnover, or resignation of key personnel.
- Provide advance notice to the Government regarding planned replacement of key personnel whenever possible.

d. Administrative Requirements

- Ensure submission of all required documentation, including invoices, staffing updates, and personnel records, in accordance with contract requirements.

5.1 Pharmacist Duties:

5.1.1 Key personnel shall perform pharmacist duties and manage patient needs in accordance with applicable standards of practice, facility policies, credentialing requirements, and technical direction provided by the Government.

5.1.2 Key personnel shall perform in accordance with the competency standards listed in Exhibits, Section 11.0

A. Key personnel shall document patient care using the IHS Electronic Health Record (EHR) system. Documentation shall be complete, accurate, and timely in accordance with Joint Commission (JC) standards.

5.1.3 Key personnel shall be subject to departmental peer review in accordance with the Joint Commission standards.

5.1.4 Key personnel shall comply with facility safety management reporting requirements in accordance with Chinle Comprehensive Health Care Facility's (CCHCF) Safety Measure Policy.

5.1.5 Key personnel shall be responsible for all applicable Federal, State and Local Taxes, Meals, Travel/Transportation. Lodging is available but must be paid for by the Contractor or contract agency. Government quarters are utilized and are available at prevailing rental rates plus utilities, as applicable. Quarters for Key personnel are unfurnished. If Government-furnished quarters are not provided, the key personnel shall be responsible for furnishing the assigned Unit. The key personnel shall be responsible and liable for the proper care of government owned or leased property furnished in occupied quarters.

5.1.6 The Contractor shall submit a proper invoice and time sheets verifying hours worked. Certification of services shall be verified by the COR.

5.2 Work Schedule:

5.2.1 The Government may establish clinic operating hours and required coverage periods. The Contractor shall ensure key personnel are available to perform services during the required coverage periods.

5.2.2 Continuity of Patient Care: The Contractor shall ensure the continuity of patient care and provide qualified coverage to maintain uninterrupted services.

5.2.3 Work Flexibility. As directed by the Supervisor, the key personnel may be assigned to other duty sections as needed to support patient care.

5.2.4 The Contractor shall notify the COR and Supervisor of planned absences that may affect contract performance and shall coordinate coverage to maintain continuity of services.

For planned absences exceeding eight (8) work hours, the Contractor shall provide notification at least fifteen (15) calendar days in advance whenever practicable, except in verifiable emergencies.

5.2.5 The Contractor shall ensure continuity of services and provide qualified replacement personnel when necessary to meet contract requirements. If staffing shortages affect pharmacy operations, the Supervisor may notify the COR for appropriate contract administration actions.

5.2.6 When key personnel are absent due to illness for three (3) or more consecutive workdays, the Contractor may be required to provide documentation supporting the absence when necessary to verify continuity-of-services requirements.

A. The nature of illness or incapacitation affecting the key personnel's ability to perform services; and

B. Whether the key personnel is cleared to return to work and whether any work restrictions apply.

5.3 Conduct: The key personnel shall conduct themselves in a professional manner and comply with applicable IHS policies, procedures, and standards of conduct.

5.4 <u>Performance Evaluation</u>:

5.4.1 The Contractor's performance will be evaluated in accordance with the standards established in this contract and the Performance Requirements Summary (PRS) in Section 9.0.

5.4.2 Substantiated incidents involving patient safety, infection control, or other actions adversely affecting patient care may be considered performance deficiencies under the contract. .

5.5 <u>Identification of Contractor</u>:

5.5.1 Key personnel shall wear a Government issued contractor identification badge while performing service under this contract.

5.6 Management of Medical Information: The Key personnel shall manage all patient information in accordance with HIPAA, the Privacy Act, and applicable IHS Service policies and procedures.

5.6.1 Medical Records and Other Required Documentation: Key personnel shall ensure that all medical records and required documentation meet established IHS Medical Facility, Joint Commission, and CMS standards, including timeliness, legibility, accuracy, content, date, time, signature, and professional designation.

5.6.2 Key Personnel shall comply with DHHS and IHS information technology security policies and procedures.

5.6.3 Key personnel shall immediately report to the Contracting Officer or COR any information or circumstances that may violate any statute, policy, or procedure.

5.7 IHS Information Technology Systems:

5.7.1 Key personnel shall adapt to and successfully utilize IHS information technology systems that are deemed by the Supervisor as necessary for acceptable contractor performance.

5.7.2 Key personnel shall comply with all IHS information technology system security policies and procedures are adhered to. The IT policies and procedures will be made available to the Contractor at each IHS facility.

6.0 Key Personnel Qualification Requirements:

6.1 Experience. Key personnel shall possess a minimum of thirty-six (36) months of pharmacist experience, including at least twelve (12) months in the specialty required by the contract, unless otherwise approved by the Contracting Officer.

6.2 License/Registration. All pharmacists shall be board certified and possess a current, valid, unrestricted license in a state, the District of Columbia, the Commonwealth of Puerto Rico, or a Territory of the United States, throughout the term of this contract.

6.2.1 Motor Vehicle Operator's License. If required by the position, key personnel shall possess and maintain a valid state driver's license throughout the period of performance

6.3 Certifications. Key personnel shall maintain current certifications required by the position. Current Basic Life Support (BLS) certification is required. Advanced Cardiac Life Support (ACLS) certification and an immunization certificate endorsed by the American Pharmacists Association (APHA) are preferred.

6.4 Health Requirements/Conditions of Employment:

6.4.1 Medical Evaluation. Key personnel shall provide documentation from a licensed healthcare provider certifying fitness for duty and ability to perform the required services.

6.4.2 Immunization. Key personnel shall provide documentation of required immunizations and screening requirements prior to performing services under the contract:

- Hepatitis A - 2 dose series at 0 and 6 months.
- Hepatitis B - 3 dose series at 0, 1, and 6 months or documented immunity. A signed declination of Hepatitis B vaccination series will be accepted.
- Measles, Mumps, Rubella (MMR) - 2 doses or titer documentation.

- Varicella (chickenpox) – 2 doses, titer documentation or history of varicella/shingles.
- Tetanus, diphtheria, pertussis (TDAP/Td) - 1 dose of TDAP, then tetanus (Td) booster every 10 years thereafter.
- Meningococcal - Two vaccines (MENACWY and MENB) recommended for microbiologists routinely exposed to N. *meningitides*.
- Documentation of TB test- may include Mantoux TB skin test (PPD).
    - Acceptable lab testing: Quantiferon Gold or T-Spot test.
    - For positive TB test results, please submit a copy of recent chest x-ray results.
- Influenza - MANDATORY annual vaccination

6.5 Language Requirements and Cultural Awareness. Key personnel shall be able to read, write, speak, and understand English sufficiently to communicate effectively with patients and healthcare staff and shall demonstrate respect for American Indian and Alaska Native cultures.

6.6 Information Technology Skills. Key personnel shall possess basic computer knowledge, skills, and abilities necessary to perform contract requirements.

6.7 Orientation. Key personnel shall attend all mandatory orientation and training required by the Government before performing services under the contract.

6.8 Background Checks: The Contractor shall ensure that key personnel provide all information required to complete applicable background investigations and credentialing requirements. The Contractor and key personnel shall cooperate with all Government security and credentialing processes.

Key personnel may not begin performance until all required approvals, waivers, or authorizations have been obtained, as determined by the Contracting Officer.

7.0 Performance – Based Requirements (PRS)

Performance-based Task	Indicator	Standard	Surveillance Method	Incentives
State the end results or outputs that you, the customer will formally accept or reject.	**For the requirement, state the feature(s) of end result that will be surveilled.**	**For each "indicator," state a performance level that, when met, means the task has been performed satisfactorily.** **This Standard describes "What Success Looks Like."**	**For each "Standard", state the method used to check performance (i.e. random sampling, 100% inspection, periodic inspection, customer complaints).**	**List Positive and Negative Incentives. Address method of linking payment to quality of service.**
The Contractor and their key personnel shall provide pharmacist medical provider services in the delivery of patient care to the Indian Health Service.	Clinical Competency	100% of services performed in accordance with applicable standards of practice, facility policies, and credentialing requirements.	Periodic inspection; credential file review; clinical audit	Satisfactory performance results in full payment
The Contractor and their key personnel shall provide pharmacist services in accordance with applicable IHS, Joint Commission, and CMS standards.	Compliance	100% compliance with applicable standards and policies.	Random audits; supervisory review; documentation review	Unsatisfactory performance may result in corrective action
Key personnel shall document all patient care activities in the Electronic Health Record (EHR).	Documentation accuracy and timeliness	100% of patient encounters documented accurately, completely, and timely per facility standards.	EHR audits; record sampling	Payment subject to acceptance of services
Key personnel shall comply with all patient safety and infection control requirements.	Patient Safety	No substantiated incidents resulting in avoidable patient harm or policy violation.	Incident reports; safety audits	May result in performance deficiency determination
Key personnel shall maintain required licensure, certification, and credentialing.	Credentialing Status	100% uninterrupted licensure and credential compliance during performance period.	Credential verification tracking	Failure may result in removal of key personnel
Key personnel shall maintain professional conduct and customer service standards.	Professionalism	Consistent professional behavior with no substantiated conduct violations.	Customer feedback; COR observation	May impact CPARS evaluation
Key personnel shall ensure continuity of patient care.	Continuity of services	100% continuity maintained; qualified coverage provided for approved absences.	Schedule review; staffing records	Failure may result in contract corrective action

8.0 List of Attachments and Exhibits. To be provided by the Contracting Officer upon request.

8.1 Attachments

A. Position Description (Service Unit specific) – available upon request
B. Certification Statement for Performance Work Statement (PWS)

8.2 Written Competency Assessments

8.2.1 Confidentiality/HIPAA/Patient's Rights
8.2.2 EMTALA Compliance Exam, 2004
8.2.3 Restraints
8.2.4 Soft Restraint Application Competency Verification
8.2.5 Hard Leather Restraint Application

8.3 Additional Training Materials

8.3.1 Standard Emergency Codes
8.3.2 Confidentiality: Legal and Ethical Concerns in Healthcare
8.3.3 An Introduction to the Navajo Culture
8.3.4 Verbal and Telephone Orders
8.3.5 Pain Management
8.3.6 Focus Charting
8.3.7 Medical Staff By Laws