Pinon Health Center
Performance Work Statement (PWS)
For Nonpersonal Services

PEDIATRICIAN / NURSE PRACTITIONER SERVICES

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1.0 General: This performance work statement describes the requirements for non-personal services for a Family Practice / General Medicine Physician Service to support the mission of the Indian Health Service (IHS) by raising the physical, mental, social, and spiritual health of American Indians and Alaska Natives to the highest level.

1.1 Background: The Indian Health Service (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. This relationship, established in 1787, is based on Article I, Section 8 of the Constitution, and has been given form and substance by numerous treaties, laws, Supreme Court decisions, and Executive Orders. The IHS is the principal federal health care provider and health advocate for Indian people. The goals of IHS include: to ensure that comprehensive, culturally appropriate personal and public health services are available and accessible to American Indian and Alaska Native people; to promote excellence and quality through innovation of the IHS into an optimally performing organization; and to strengthen IHS program management and operations. The IHS currently provides a comprehensive health service delivery system for approximately 2.6 million American Indians and Alaska Natives who belong to 574 federally recognized tribes in 37 states.

1.1.1 Navajo Area Indian Health Service (NAIHS) is one of twelve (12) regional administrative units of IHS. The NAIHS delivers health services to a user population of over 244,000 American Indians in five (5) Federal service units on and near the Navajo Nation. The Navajo Nation is one of the largest Indian reservations in the United States with a population of approximately 399,494 enrolled members; NAIHS provides healthcare to approximately 244,209 members in the Navajo Area (includes Federal and Tribal Service Units). The Navajo Nation consists of approximately 27,413 square miles in the states of Arizona, New Mexico, and Utah, with three (3) satellite communities in New Mexico. NAIHS primarily delivers health services to members of the Navajo Nation and the San Juan Southern Paiute Tribe, and provides services to other Native Americans, including Zunis, Hopis, and other American Indian beneficiaries. The five (5) Federal Service Units (SUs) include Chinle, Crownpoint, Gallup, Kayenta, and Shiprock SUs.

NAIHS provides inpatient, emergency, outpatient, public health, and other services at four (4) hospitals, with seven (7) full-time health centers providing outpatient, community health, preventive health, and other services; there are also five (5) part-time health stations.

In addition to the NAIHS, the Navajo health care system includes an urban health program in Flagstaff, Arizona, the Navajo Department of Health (NDOH), and five Tribal health care corporations, who have contracts with NAIHS under the auspices of Public Law 93-638, the Indian Self Determination and Education Assistance Act. The P.L. 93-638 contracts and compacts with Tribal health corporations are authorized by the Navajo Nation to provide health care services in the respective regions served by the corporations, including facilities such as the Fort Defiance Indian Hospital/Tsehootsooi Medical Center, Winslow Indian Health Care Center, Inc., Tuba City Regional Health Care Corporation, Sage Memorial Hospital, and Utah Navajo Health System, Inc.

1.1.2 Chinle Service Unit (CSU) based in Chinle, Arizona (Northeast Arizona near Canyon De Chelly National Monument), CSU serves a population of approximately 40,000 members with half of the population under age 25 years. CSU consists of one (1) 60 bed hospital, Chinle Comprehensive Health Care Facility (CCHCF), and two (2) full-time satellite facilities, Pinon Health Center (PHC) located in Pinon, Arizona, and Tsaile Health Center (THC) in Tsaile, Arizona. Services are also provided at the Many Farms and Rock Point Clinics on a part-time basis. CCHCF, located in Chinle, Arizona serves as the health care hub for the region, and offers routine outpatient and inpatient primary care services, including Adult Intensive Care, General Surgery (including laparoscopic surgery), routine and operative Obstetrics, and 24-Hour Emergency Room Services. Strong Navajo

cultural traditions exist within the community, offering an opportunity to learn the Navajo language, or to learn about traditional Navajo medicine.

1.1.3 Pinon Health Center (PHC) Serving a rural area, Pinon Health Center is an outpatient clinic associated with Chinle Service Unit - Indian Health Service in the Heart of the Navajo Reservation - Northern Arizona. Pinon Health Center provides care to approximately 11,000 patients - the majority of which are Navajo and many are traditional Navajo who still speak the language. A collegial group of providers offer services in primary care, women's health, counseling, dental, dietary and community nutrition, health promotions, lab, x-ray, native medicine, optometry, pharmacy, physical therapy, speech therapy, podiatry and public health nursing. The facility consists of fifteen (15) exam rooms, four (4) Optometry exam rooms, fourteen (14) Dental bays, as well as large areas for Physical Therapy and Pharmacy.

1.1.4 Scope: The Contractor shall provide outpatient Family Practice / General Medicine Physician services in accordance with Section 5.0, Performance-Based Requirements.

1.1.5 Duties and responsibilities will encompass outpatient urgent care walk-in Family Practice/ General Medicine Physician Services to I.H.S. patients.

1.1.6 Place of Performance: Services are to be performed at the Pinon Health Center Outpatient department, including the Urgent Care and Teen Clinic, and may, as needed, be performed at Chinle Comprehensive Health Care Facility Outpatient Departments including the Emergency Room (ER)/Urgent Care as well as other hospitals, clinics, and other healthcare facilities in the Navajo IHS Areas within the Chinle Service Unit. Other off-site locations may include Pinon High School Teen Clinic and community immunization events within the region served by Pinon Health Center, Chinle Service Unit and other Navajo IHS Areas.

1.1.7 Period of Performance: Will be flexible to allow for short term assignments (13 weeks), long term one-year purchase orders with 2 additional option years, and, where feasible, include intermittent support to meet unplanned needs that develop on a frequent basis.

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

1.3 The Joint Commission: http://www.jointcommission.org/

1.4 Centers for Medicare and Medicaid Services (CMS) Standards: http://www.cms.hhs.gov/

1.5 Accreditation Association for Ambulatory Health Care (AAAHC): http://www.aaahc.org

1.6 Section 231 of Public Law 101-647, the Crime Control Act of 1990:
http://www.policyalmanac.org/crime/archive/crs_federal_crime_policy.shtml

1.7 Section 4087 of Public Law 101-630, the Indian Child and Family Violence Act:
http://www.nicwa.org/policy/law/protection/index.asp

1.8 Health Insurance Portability and Accountability Act (HIPAA) of 1996:
http://www.cms.hhs.gov/HIPAAGenInfo/Downloads/HIPAALaw.pdf

1.9 Privacy Act of 1974: http://www.usdoj.gov/oip/privstat.htm

1.10 IHS Service Unit and Health Center Policies, Procedures and Protocols:
(See section 11.0 for a list of attachments and exhibits)

1.11 Computer Security Act of 1987:
http://csrc.nist.gov/groups/SMA/ispab/documents/csa_87.txt

1.12 Federal Code of Conduct: http://www.ihs.gov

1.13 IHS General Directives: http://www.ihs.gov/adminmggrresouces

1.14 IHS Computer Security Directives http://www.ihs.gov/adminmggresources

2. Definitions

2.1 Acceptance: Constitutes acknowledgement that the supplies or services conform to the applicable contract quality and quantity requirements, except as provided in FAR subpart 46.5 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 Board Eligible: All Family Medicine / General Medicine physicians and subspecialist physicians who have met the standards for Board Certification in Family Medicine / General Medicine or any of its subspecialties to be "Board Eligible" in the relevant specialty for a period of 7 years. The 7-year period of Board Eligibility shall begin upon the candidate's successful completion of the initial certification requirements in their field or July 1, 2012, whichever is later. During the period of Board Eligibility, the candidate may apply for the certifying examination in the relevant specialty. If the candidate does not become Board Certified during the 7-year period of Board Eligibility, the candidate will no longer be deemed "Board Eligible" and may no longer represent himself or herself as "Board Eligible."

2.5 Code of Ethics: The Code of Ethics for Family Medicine/General Medicine physicians as approved by the American Board of Family Physician, or American board of Internal Medicine.

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

2.7 Contractor: The organization awarded a legally binding contract to provide supplies and/or services; includes the organization's employees.

2.8 Contracting Officer's Representative (COR): A federal employee who assists the ordering/issuing activity contracting officer in the administration of task orders issued under this contract. The COR is primarily responsible for the technical assistance and day-to-day program management of the ordering activity's task orders. Ordering activities may have different designators for this employee (e.g. GTR – Government Technical Representative, COTR–Contracting Officer's Technical Representative, or PO - Project Officer).

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

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

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

2.12 Customer Evaluation/Input: Written comments made to the Contracting Officer regarding the Contractors performance. This is one of the criteria used to evaluate the Contractor's performance.

2.13 Dependability: Qualities of being trusted and being able to repeat the same task to yield the same result.

2.14 Federal Acquisition Regulation (FAR): The FAR is the primary regulation for use by all Federal Executive agencies in their acquisition of supplies and services with appropriate funds.

2.15 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.

2.16 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.

2.17 Non-personal Services Contract: a contract under which the personnel rendering the services are not subject, either by the contact's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees, as defined in FAR 37.401.

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

2.19 Ordering Activity Contracting Officer: A Government employee of IHS authorized and warranted to issue task orders and to make subsequent task order modification(s) under this contract. The Ordering Activity CO has the authority to make initial determinations on all matters of dispute regarding task orders.

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

2.21 Past Performance Information: Relevant information regarding a contractor's actions under previously awarded contracts. This includes the contractor's record of conformance to specifications and to standards of good workmanship; the contractor's record of containing and forecasting costs on any previously performed cost reimbursable contracts; the contractor's adherence to contract schedules, including the administrative aspects of performance; the contractor's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the contractor's business-like concern for the interest of the customer.

2.22 Patient Outcome: End result of outpatient, family practice physician care.

2.23 Performance based Matrix: Lists of the services to be monitored and the standards to be applied.

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

2.25 Service Unit: The local administrative unit of IHS.

2.26 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 directions 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.

2.27 Supervisor. Government employees are authorized to provide verbal and written performance directions to the Contractor that the Contractor must follow without exception.

2.28 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.

2.29 Tour of Duty: The time of day the provider is scheduled to perform patient care duties; also considered the shift of the day, The time can vary according to the needs of each facility and/or clinic, e.g. 112-hourTour of Duty, 8-hourTour of Duty, 10-hour Tour of Duty.

2.30 Valid Patient Complaint: Justifiable accusation made by a patient and supported by investigation.

2.31 Verifiable Emergency: An unexpected/unplanned absence by the contractor requiring valid documentation to confirm the occurrence.

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.

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

3.4 Contractor Exclusive Use:

3.5 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.

3.6 The Government will provide facility specific contractor identification badges for each contractor. A minimum fee of $10.00 will be charged for lost or destroyed badges.

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

3.8 Supervisor: The contractor is subject to the supervision and direction of Dr. Phillip Tutnauer, MD Chief of Primary Care, or her designee for this order.

3.9 Contracting Officer Representative (COR): Phillip Antonio, 928/725-9811, is primarily responsible for monitoring technical progress including surveillance and assessment of performance for this order.

3.10 Point of Contact: Primary Care Secretary, (928) 725-9539, and Clinical Services Secretary, (928) 725-9538, are the points of contact for this requirement.

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:

4.2 Uniforms and Lab Coats: Uniforms and Lab Coats shall conform to the requirements of the Indian Health Service Manual, Part 3, Chapter 4.4.A.7 and meet the approval of the Clinical Director at each IHS facility.

4.3 Smartcard/Subscriber Identity Module (SIM) USB Token: Contract Staffing Agencies are required to purchase Smartcard/SIM token access for assigned clinical contracting staff to utilize securely throughout the term of the contract. Model Recommendations will be provided upon request.

4.4 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-Based Requirements. The Contractor shall provide uninterrupted outpatient Family Medicine / General Medicine Physician Services in the delivery of patient care to the Indian Health Service. Specific tasks include the following:

5.1 Family Medicine / General Medicine Physician Duties:

5.2 Work under the general technical, administrative supervision of the Pinon Health Center (PHC) Outpatient Department Director or their Designee.

5.3 The Contractor shall provide professional medical services or direct patient care services under the terms of this contract, appropriate and timely medical services in accordance with the standards of care established by recognized medical care organizations and in accordance with the policies and procedures of Chinle Service Unit's Medical Staff Bylaws and Rules & Regulations, including attendance at department and medical staff meetings at Chinle Service Unit facilities. The contractor shall provide acute and chronic primary and urgent care services in accordance with the terms and conditions of this contract and in accordance with the standards of The Joint Commission, professional standards of their licensing board, Indian Health Service, Navajo Area and Chinle Service Unit policy and procedures and Chinle Service Unit Medical Staff Bylaws.

5.4 The Contractor shall provide professional medical services or direct patient care service permitted by medical staff credentialing privileges as follows:

A. Interviews and examine patients, reviews of past medical history, and requests and/or performs complex diagnostic tests and examinations deemed necessary to obtain all possible information related to each case. Make preliminary diagnosis, directs, prescribes or provides treatment, or arranges for specialized care or patient referral as required. Evaluates patients presenting for services. Based decisions upon obtained information, professional medical

knowledge and skills and prescribe policies and procedures. Make notes of observations to be incorporated into clinical records. Provides emergency care as required. Provides definitive management in all medical categories for cases that do not require referral. Gives total patient care including prevention, health maintenance, early diagnosis, treatment and follow-up services to patients under his/her care. Obtain consultation as needed. As clinically appropriate, medical care provides patients for wide spectrum of acute and chronic illnesses.

B. Provider must be certified in BLS. ACLS and PALS certification are highly recommended. Serves as a physician member of the code team in life threatening situations for which the "code blue" or "medical emergency" activation system has been initiated.

C. When working in urgent care department, it provides patient care and obtains consultants as needed. Patients occasionally present urgent care with urgent medical issues and may require prompt evaluation and decision making. Provides primary medical care to patients with a wide spectrum of illnesses in urgent care department. Provides urgent care including evaluation, stabilization and transfer of patients with sepsis, MI, laceration, fracture, abdominal pain, glycemic issues, psychiatric illness, respiratory conditions, pediatric illness and renal dysfunction. Recognizes and gives initial treatment of acute and psychiatric problems.

D. Conducts outpatient clinics making observations appropriate to the outpatient's underlying disease and treatment plan, including current symptoms. Reviews the patient's medications, diet, therapy course, adherence to management plan and patient observations. Modifies regimen as required. Instructs and counsels patients as required.

E. Refers patients to appropriate contracted medical or other government facilities, providing full clinical information for care and diagnostic procedures that cannot be adequately provided at local I.H.S. facilities. Coordinates and integrates information obtained into the ongoing Health Care Program at the Service Unit and assures the provision of timely follow up care as required.

F. Works closely with allied health professionals (i.e., Community Health Nurse, Social Workers, Health Educator, etc.) to utilize and coordinate the services of other health care professionals in the management of the patient's medical, psychological and social problems. Makes appropriate referrals and obtains appropriate consultations after primary complete evaluation and documentation has been completed.

G. Within specialty area, assumes responsibility for the diagnosis, prevention therapy, maintenance and rehabilitation of patients in the capacity of a senior specialist or expert.

H. Contractor shall provide appropriate documentation regarding care rendered using the Chinle Service Unit's (CSU) Electronic Health Record (EHR) system. All documentation by the provider will be entered into electronically using the electronic health record system. The provider is responsible for utilizing the CSU electronic health record system to obtain pertinent patient information in assisting care. It is the responsibility of the provider to use the training resources provided by the CSU to develop competency in utilizing the electronic health record system.

I. Dictates, electronically enters, or writes and assures preparation of appropriate medical records for all patients seen to assure the accumulation and organization of all pertinent clinical data needed to provide comprehensive medical care. Clinical data reports shall be completed in a timely manner and shall be maintained in compliance with CSU Medical Staff and The Joint Commission standards.

J. Assures preparation of appropriate medical records for all patients seen to assure the accumulation and organization of all pertinent clinical data needed to provide comprehensive medical care. Creates clinical reports for use by medical providers, hospitals, and other individuals and facilities. Works closely with allied health professionals (community health nurses, social workers, health education, etc.) in the provision of broad health programs services.

K. Contractor shall submit invoices as required for payment of services rendered and hours worked. Contractor shall submit an original invoice. Invoice shall be certified by Contractor that services have been provided and attach daily sign in/sign out sheets that verify the hours worked. Invoices will also include certification statement of services received, which are to be signed by the Supervisor or designee and Contracting Officer Representative.

5.5 Contractor shall be subject to peer review by Joint Commission standards.

5.6 Contractor shall meet the Safety management reporting requirements in accordance with the Service Unit Safety Measure Policy.

5.7 Contractor 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 available at prevailing rental rates plus utilities, as applicable, if government quarters are utilized. The contractor shall be responsible and liable for the proper care of government owned or leased property furnished in occupied quarters.

5.8 Work Schedule:

5.8.1 Work shifts as arranged by Chief of Acute Care Services in coordination with the Chief Medical Officer for Pinon Health Center:

5.8.2 The contractor shall work 100% of the contracted hours. The contracted hours shall be arranged by Primary Care Director or Designee in conjunction with the Chief Medical Officer. Tour of Duty: Regular work hours are 8:00 a.m. – 5:00 p.m. Monday, Tuesday, Wednesday, Thursday and Friday (40) hours per week. Pinon Health Center is closed on Federal Holidays and the IHS does not compensate for holidays.

5.8.3 Work hours beyond 5:00 p.m. maybe needed to meet patient care needs due to increased workload or patients pending transport to a higher level of care, for completion of time-sensitive projects and/or for required training. Overtime is compensated for at the same hourly rate and typically should not exceed 2 additional hours beyond the 40-hour work week. Work beyond 45 hours per week is not compensated unless specifically pre-approved in writing by the department supervisor.

5.8.4 Continuity of Patient Care: The contractor shall ensure the continuity of patient care and shall provide a qualified replacement to authorize the approval of time off and within the time frame specified by the Contracting Officer. If no replacement is determined in the timeframe specified, this shall be considered grounds for Termination or Default. If the CCHCF staff need to provide patient care coverage for any of the contracted shifts noted herein, the Contractor will be assessed a penalty fee of $75.00 per hour for each hour of coverage provided. Penalty fee will be deducted from the invoice payment.

5.8.5 Work Flexibility. As directed by the Supervisor, the contractor shall rotate into other duty sections as needed to support patient care; this will include Teen Clinic and/or Urgent Care.

5.8.6 The contractor shall obtain approval of the department Supervisor or designee prior to any absence from work. If the length of the absence exceeds eight (8) work hours the Contractor shall request approval at least fifteen (15) days, (the exception is verifiable emergencies) in advance of the desired absence. Sick/annual leave/compensatory time are not authorized.

5.8.7 Contractors shall provide a qualified replacement to authorize the approval of leave.

5.8.8 The contractor shall provide written documentation from a qualified health care provider for absences of three (3) or more consecutive days, due to illness, stating:

5.8.9 The cause of the current illness or incapacitation AND

5.8.10 Indicating the Contractor as contagious or non-contagious.

5.8.11 The Government reserves the right to examine and or re-examine any Contractor who meets the criteria.

5.8.12 Emergencies-such as clinic closure will enable to the contractor to work at alternate sites within the Chinle Service unit at the same rate and travel to and from the location, nor lodging at the designated site will be compensated. If possible, given their required duties, Telework will be authorized by the local lodging/housing in emergent circumstances given the contractor already has a secure telephone and internet line.

5.8.13 Conduct: The Contractor shall meet standards as listed in the Federal Code of Conduct.

5.8.14 The contractor shall be subject to character investigation as required by Public Law 101-360, the Indian Health Child Protection and Family Violence Prevention Act prior to performance of a contract by utilizing the US Office of Personnel Management (OPM), Electronic Questionnaire for Investigation Processing (eQIP) system and this shall include all fingerprinting procedures and clearances. There are occasional changes to this clearance system, to which Chinle Service Unit is required to adhere. The contractor shall provide all requested information necessary to perform Level I and Level II background checks. The contractor shall comply with the requirement to obtain security investigations. The contractor shall work with the I.H.S. to ensure that the pre-employment screening process includes the appropriate investigation questionnaires and forms to be completed. All completed forms will be reviewed by the contractor and forwarded to the government personnel. The contractor will be immediately removed from the position if at any time the investigation receives unfavorable adjudication, or, if other unfavorable information that would affect the investigation becomes known.

5.8.15 Performance Evaluation:

5.8.16 The Contractor's performance will be evaluated in accordance with the standards set forth in the contract and Performance-based Matrix of section 10.0.

5.8.17 Substantiated reports written by any customer dealing with patient safety, infection control, or other procedure that adversely affects patient outcome constitutes a breach of contract and shows cause for termination.

5.9 Identification of Contractor:

5.9.1 The Contractor shall visibly wear a government always issued contractor identification badge during performance of duty.

5.10 Management of Medical Information: The Contractor shall manage all patient information in accordance with HIPAA standards, Privacy Act, and IHS Service Unit and/or Health Center specific policies and protocols.

5.10.1 Medical Records and Other Required Documentation: 100% percent of all medical records and other required documentation meet established IHS Medical Facility, Joint Commission, and CMS standards to include, but are not limited to, timeliness, legibility, accuracy, content, date, time, signature and designated profession. (Note: payment will be withheld for inaccurate or incomplete medical records per paragraph 10.0 of this performance work statement.)

5.10.2 The Contractor shall ensure adherence to DHHS IT system security policies and procedures. The IT policies and procedures will be made available to the Contractor.

5.10.3 The Contractor shall immediately report to the Contracting Officer or COR any information or circumstances that may violate any statute, policy, or procedure.

5.11 IHS Information Technology Systems:

5.11.1 In performance of this contract, the Contractor shall adapt to and successfully utilize IHS information technology systems that are deemed by the Supervisor as necessary for acceptable contractor performance.

5.11.2 The Contractor shall ensure that 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.

5.11.3 The contractor shall follow all appropriate federal and locally required Information Technology security requirements and will be operating under HIPAA and Privacy Act regulations.

6.0 Contractor Qualification Requirements:

Administrative/Application/Onboarding/Credentialing. The Vendor or Contractor will provide from the beginning all accurate Candidate information for the application, onboarding, credentialing, security clearance, computer access, required computer-based learnings and throughout contract if awarded. The applicant will list one working e mail that they check daily for this process. The applicant will regularly check their spam e mail for any e mail from xxx.IHS.gov or xxx.na.ihs.gov. The applicant should be easily and readily contacted from initiation of the process, meaning from initial application/presentation of the candidate, to the first day of work to the end of contract. For any candidate contact information change, IHS needs to be updated within 2 days of the change with acknowledgement from either Acquisitions, Hiring Manger, Credentialing, HR, Security or IT. All outbound IHS queries shall be responded to with pertinent answer within 3 business days. The answer should come from who was directly asked to who was asking. If there are new Agency employees in management of the Key Personnel, there will be an introduction as to who the Agency employee is and what their role is.

6.1 Experience. The Contractor shall have completed an accredited Nurse Practitioner program with a minimum of six (6) months experience in the specialty required by the contract, unless otherwise approved by the CSU Credentials Committee or Contracting Officer. There must be no

lapse of services of more than six (6) consecutive months for at least six (6) months prior to beginning tour of duty with CSU.

6.1.1 Contractors shall have complete training and experience as a Certified Nurse Practitioner (NP).

6.1.2 Contractor shall have a fully valid and active license as a Certified Nurse Practitioner (NP) in Family Practice and/or Acute Care throughout the term of the contract.

6.2 Certification/License/Registration. The Contractor shall be board certified with the American Nurses Credentialing Center that is appropriate to specialty, and shall possess a current, valid, unrestricted appropriate license in any state, the District of Columbia, the Commonwealth of Puerto Rico, or a Territory of the United States, throughout the term of this contract. If the contractor is asked to perform outside the normal training parameters of his/her specialty, then the contractor shall provide certification of hospital privileges in that additional scope of practice(s).

6.2.1 Drug Enforcement Administration (DEA) License. The contractor shall maintain a valid, current, full and unrestricted DEA license with schedule types II through V and maintain certification throughout the term of the contract.

6.2.2 The contractor shall maintain a valid and current Cardiopulmonary Resuscitation (CPR), Basic Life Support (BLS). Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS) and Advanced Trauma Life Support (ATLS) certifications are highly recommended.

6.2.3 Motor Vehicle Operator's License. If required by the position, the Contractor shall possess a valid state driver's license throughout the term of this contract.

6.2.4 The contractor shall meet the qualifications and credentialing standards.

6.3 Health Requirements/Conditions of Employment:

6.3.1 Medical Evaluation. The Contractor shall provide a fitness for duty certificate issued by a licensed physician to perform the proposed job without significant risk to personal health or the health and safety of others.

6.3.1 Immunization. The contractor shall provide documentation as evidence of immunization as required by NAIHS immunization policy for the following:

- Hepatitis A - Two dose series at zero and six months.
- Hepatitis B - Three dose series at zero, one, and six months or documented immunity. A signed declination of Hepatitis B vaccination series will be accepted.
- Measles, Mumps, Rubella (MMR) - Two doses or titer documentation.
- Varicella (chickenpox) – Two doses, titer documentation or history of varicella/shingles.
- Tetanus, diphtheria, pertussis (Tdap/Td) - one dose of Tdap, then tetanus (Td) booster every 10 years thereafter.
- Meningococcal - Two vaccines (MenACWY and MenB) recommended for microbiologists routinely exposed to N. *meningitidis*.
    - Documentation of annual TB test- may include Mantoux TB skin test (PPD) within the past twelve (12) months. All new employees will require the two step TST.

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. The Contractor shall read, understand, speak, and write English to effectively communicate with patients and other health care workers, and shall be respectful of the local, American Indian and Alaska Native culture.

6.6 Information Technology Skills. The Contractor shall possess basic knowledge, skills, and abilities to use and effectively navigate a computer and the subsequent electronic programs.

6.7 Orientation and Mandatory Training. The contractor shall attend mandatory orientations and training specified by the government.

6.7.1 The contractor will complete the most recent Information Systems Security Awareness (ISSA) Training within 24-hours of reporting for duty and provide certificate of completion to direct supervisor.

6.7.2 The contractor will complete the Protecting Children from Sexual Abuse by Health Care Providers Training within 24 hours of reporting for duty and provide certificate of completion to the direct supervisor.

6.8 Background Checks: The contractor shall be subject to character investigation as required by Public Law 101-360, the Indian Health Child Protection and Family Violence Prevention Act prior to performance of a contract by utilizing the US Office of Personnel Management (OPM), Electronic Questionnaire for Investigation Processing (eQIP) system and this shall include all fingerprinting procedures and clearances. The contractor shall provide all requested information necessary to perform Level I and Level II background checks. The contractor shall comply with the requirement to obtain security investigations. The contractor shall work with the I.H.S. to ensure that the pre-employment screening process includes the appropriate investigation questionnaires and forms to be completed. All completed forms will be reviewed by the contractor and forwarded to the government personnel. The contractor will be immediately removed from the position if at any time the investigation receives unfavorable adjudication, or, if other unfavorable information that would affect the investigation becomes known.

6.9 General Requirements:

6.9.1 Contractor shall provide at minimum three current letters of reference from other health care providers familiar with the candidate's clinical practice skills within the same discipline. One letter must be from the Chief of Staff/Medical Director or Immediate Supervisor at the hospital in which the provider either holds or last held staff privileges. If the contractor's provider has just completed a residency program, one of the letters shall be from the program director or service chief.

6.9.2 The contractor shall be subject to Medical Staff Ongoing Professional Practice Evaluation (OPPE) and Focused Provider Performance Evaluation (FPPE) as specified in the Chinle Service Unit Policy & Procedure, Focused Provider Performance Evaluation & Ongoing Professional Practice Evaluation.

6.9.3 Contractor shall work directly with the Chinle Service Unit Credentials Committee to attain approval of credentials and privileges. The contractor is to complete requested Human Resource and Credentialing paperwork and online background investigation within the required time frame determined by Human Resources and Credentialing Policy and Procedure. Failure or delays in

completing this paperwork may result in delays for the provider to complete check-in and begin clinical work.

7.0 Challenges to Conflicts: For any inconsistency between supervisor's directions, this Performance Work Statement, attachments and exhibits, the following order of precedence will apply:

a) First Priority: Supervisor's directions

b) Second Priority: Position Description (attached)

c) Third Priority: Performance Work Statement Exhibits

d) Fourth Priority: Performance Work Statement Narrative

8.0 Performance Based Matrix

Performance-based Task	Indicator	Standard	Quality Assurance	Incentives
State the end results or outputs that you, the customer will formally accept or reject.	**For the requirement, state the feature(s) of 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 of Positive and Negative Incentives. Address method of linking payment to quality of service.**
Contractor shall provide outpatient Family Practice Physician services in the delivery of patient care to the Navajo Area Indian Health Service, Pinon Health Center.	Competency Compliance Patient Outcomes Professionalism Credentialing Documentation Service Quality	Perform 100% required tasks at 100% of the required competencies (refer to 11.0) 100% compliance with IHS Service Units and/or Health Centers published Policies; Procedures; Standards of Care; and Hospital and Laboratory Protocols. No reports of breached patient safety, infection control, and other procedures that might adversely affect patient outcome. Performance is characterized by continual cultural awareness and focus on customer service. 100 % adherence to the Code of Ethics and Federal Code of Conduct. Uninterrupted credentialing as defined in 6.0 to 6.8 for period of contract. 100% of all medical records and other required documentation meets established IHS Medical Facility, Joint Commission, and CMS standards to include, but are not limited to, timeliness, legibility, accuracy, content, date, time, signature and designated profession. Satisfaction with quality of service is evidenced by valid customer inputs. 100% adherence to ensure continuity of patient care and to provide replacement on time.	COR surveillance systems will include periodic inspections and customer complaint review. Medical Staff supervisor will conduct periodic review of customer satisfaction and provider's medical care.	Payment of contract price for satisfactory service. No payment for incomplete work. Contractor performance will be evaluated using the Contractor Performance Assessment Report (CPAR). The evaluation will be considered when future IHS contract selections are made. ▪ CPARS evaluation will be forwarded to the GSA/FSS Contracting Officer.

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

9.1.1 Attachments

9.1.2 Position Description (Service Unit specific) – available upon request.

9.1.3 Certification Statement for Performance Work Statement (PWS) CSU-01(PHC 22-0602-UC)

9.1.4 OMB Certification of Vaccination, *OMB Control No. 3206-0277*

9.1.5 Written Competency Assessments

a. Confidentiality/HIPAA/Patient's Rights

b. EMTALA Compliance Exam, 2004

9.1.6 Standard Emergency Codes

9.1.7 Confidentiality: Legal and Ethical Concerns in Healthcare

9.1.8 An Introduction to Navajo Culture

9.1.9 Verbal and Telephone Orders

9.1.10 Pain Management

9.1.11 Focus Charting

9.1.12 Medical Staff by Laws

10.0 Quality Assurance Surveillances Plan. The Quality Assurance Surveillance Plan (QASP) is a document detailing the systematic surveillance method for Contract Services and describes the methodology by which the Contractor's performance will be monitored. QASP is required for all Performance Based Acquisitions (FAR 46.401), which are service contracts over $3,500 that use a Performance Work Statement (PWS) as opposed to a Statement of Work (SOW). The principal focus of the surveillance system is the performance of the contractor in the key areas identified in the PWS matrix, specifically the QASP surveillance standards.

10.1 Services Measured. Outpatient Physician Assistants, Family Practice, Nurse Practitioner and Women's Health care services; professional medical direct patient care services; attendance of provider during period of contract.

10.2 Patient care practice: Outcome of cognitive & procedure base practice

10.3 Patient care practice: Compassion and cultural sensitivity

10.4 Medical/clinical knowledge: Use of most recently recommended guidelines and scientific evidence to evaluate and improve patient care

10.5 Professionalism: Ethical conduct, attitude and appearance

10.6 Flexibility – Adaptability

10.7 Timely completion of required paperwork/records: documents visit clearly and legibly

10.8 Participation in quality monitors and performance improvement efforts

10.9 Interpersonal/communication skills that promote multidisciplinary teamwork and mutual respect

10.10 Dependability in committee or administrative assignments

10.11 Procedural skill, if applicable