Performance Work Statement (PWS) for Non-Personal Services

Primary and Urgent Care Physician

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1.0 General: This performance work statement describes the requirements for non-personal services for a Primary and Urgent Care Physician (Family Medicine, Internal Medicine, or Internal Medicine/Pediatrics) to support the mission of 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.

1.2 Scope: The Contractor shall provide outpatient, licensed, primary and urgent care physician services in accordance with section 5.0, performance-based requirements. The Government shall not exercise supervision or control over Contractor personnel. All supervision and management of Contractor employees shall be the sole responsibility of the Contractor.

1.2.1 Duties and responsibilities shall encompass outpatient, primary and urgent care medical services to IHS patients.

1.2.2 Place of Performance: Services are to be performed under the Navajo Area Indian Health Service (NAIHS), Shiprock Service Unit - Northern Navajo Medical Center (NNMC) within the State of New Mexico. The award pricing schedule shall identify the exact place of performance.

1.2.3 Period of Performance: shall be flexible to allow for short term (13 weeks), long term (one-year) and, where feasible, include intermittent support to meet unplanned needs that develop on a frequent basis.

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

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

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

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

1.3.4 Section 231 of Public Law 101-647, the Crime Control Act of 1990,
https://www.bia.gov/sites/default/files/dup/assets/bia/ois/ois/pdf/idc2-057852.pdf

1.3.5 Section 4087 of Public Law 101-630, the Indian Child and Family Violence Act. https://www.ihs.gov/sites/selfgovernance/themes/responsive2017/display_objects/documents/OIG_PL_Facts_Sheet.pdf

http://www.nicwa.org/policy/law/protection/index.asp

1.3.6 Health Insurance Portability and Accountability Act (HIPAA) of 1996.
https://aspe.hhs.gov/reports/health-insurance-portability-accountability-act-1996

1.3.7 Privacy Act of 1974.
Office of Privacy and Civil Liberties | Privacy Act of 1974

1.3.8 IHS Service Unit and Health Center Policies, Procedures and Protocols. (See section 9.0 for a list of attachments and exhibits.)

1.3.9 Computer Security Act of 1987
https://csrc.nist.gov/csrc/media/projects/ispab/documents/csa_87.txt

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

1.3.11 IHS General Directives https://www.ihs.gov/ihm/

1.3.12 IHS Computer Security Directives https://www.ihs.gov/ISSA/

2.0 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 Code of Ethics: The Code ethics as described by the American Medical Association (AMA) and any code of ethics described by individual specialty organizations.

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 Contractor: The legal entity awarded a binding contract to provide the non-personal services described herein. The Contractor is solely responsible for the supervision, direction, scheduling, discipline, and personnel management of its employees or subcontractors performing under this contract.

2.7 Contracting Officer's Representative (COR) or Project Officer (PO): 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. G TR — Government Technical Representative, COTR—Contracting Officer's Technical Representative, or PO - Project Officer). The COR is not authorized to change contract terms, direct staffing, or supervise Contractor Key Personnel.

2.8 Local Awareness: Realization and respect for American Indian and Alaska Native practices.

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

2.10 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.

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

2.12 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 appropriated funds.

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 Nonpersonal Services: A contract under which the personnel rendering the service are not subject, either by the contract'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.

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

2.17 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.

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

2.19 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.

2.20 Patient Outcome: End result of outpatient.

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

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

2.23 Service Unit: The local administrative unit of IHS.

2.24 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.

2.25 Supervisor. Government employee authorized to provide verbal and written performance direction to the Contractor that the Contractor must follow without exception.

2.26 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 shall include the following where applicable: description of services, skill categories, hours, price, period of performance, contract number, and the ordering activities task order number.

2.27 Work Schedule / Coverage Period: The time of day the physician is scheduled to perform outpatient and inpatient, duties; also considered the shift of the day, the time can vary according to the needs of each facility and/or clinic, e.g. 12 hour Tour of Duty, 8 hour Tour of Duty, 10 hour Tour of Duty.

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

2.29 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, shall be made available to the Contractor. The Contracting Officer or designee shall 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 shall 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 shall furnish the Contractor with appropriate PPE other than specified in paragraph 4 of the contract. The Government shall 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 shall provide facility specific contractor identification badges for each contractor. A minimum fee of $10.00 shall 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 operational procedures. Training shall be provided ONLY if the subject matter is necessary to improve or enhance the quality of service or includes mandates made by the IHS Service Units/Health Centers while the physician is working under this contract. Training

shall not be provided for the purpose of continuing education, career development or individual development.

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 Uniforms and Lab Coats: Uniforms and Lab Coats 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-Based Requirements. The Contractor shall provide outpatient Primary and Urgent Care Physician services in the delivery of patient care to the Indian Health Service. Specific tasks include the following:

5.1 Board-Certified Physician Duties:

5.1.1 The Contractor shall perform Outpatient Primary and Urgent Care Physician duties and manage patient's needs as described in the (PD), identified by the Service Unit and in accordance with contract requirements.

5.1.2 The Contractor shall perform in accordance with the competency standards listed in the Shiprock Service Unit Medical Staff By-Laws.

5.1.3 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 Service Unit's Medical Staff Bylaws and Rules & Regulations at Shiprock hospital.

5.1.4 The contractor shall provide professional Outpatient Primary and Urgent Care Physician professional medical and direct patient care services as follows:

A. The Outpatient Primary and Urgent Care Physician (hereafter referred to as the Contractor) shall provide direct primary and urgent care services for patients at the Indian Health Service, Shiprock Service Unit, Four Corners Regional Health Center, Red Mesa, Arizona.

B. The contractor shall provide direct primary and urgent care services to patients within the scope of the Contractor's residency training (Family Medicine, Internal Medicine or Internal Medicine/Pediatrics) and clinical privileges.

C. Within the scope of the Contractor's residency training and clinical privileges, services include: patient evaluation, diagnostic testing, clinical management, diagnostic and therapeutic procedures, pharmacotherapy and consultation with/referral to appropriate specialty services, as needed.

D. The contractor shall consult with members of the primary and urgent care services staff on matters of patient care.

E. The contractor shall ensure that patients are receiving the proper primary and urgent care services care.

F. The contractor shall review clinical records and adhere to records documentation procedures to ensure that records are properly maintained.

G. The contractor shall coordinate with the Four Corners Regional Health Center CMO, or designee, through the COR for technical guidance, quality assurance, and performance monitoring within the scope of the contract. The Contractor's provision of Outpatient Primary and Urgent Care will be monitored by the Northern Navajo Medical Center's quality assurance plan. The Contractor shall retain full responsibility for management and supervision.

H. The Contractor shall have access to the internet to use the Electronic Health Record. All documentation on patients shall be completed prior to the contractor's shift is over. Delinquent charts shall be completed prior to the contractor completion of his/her contract at Northern Navajo Medical Center. If the delinquent chart is not completed the contract company shall assume the responsibility of returning the contractor to Northern Navajo Medical Center to complete any outstanding delinquent charts.

I. The Contractor may receive technical guidance from the designated Government official within the scope of the contract. Such guidance shall not change contract terms, direct staffing, or supervise Contractor.

5.2 Work Schedule:

5.2.1 The Contractor shall be responsible for scheduling its personnel to meet the coverage requirements of the contract. Work hours and coverage requirements shall be coordinated with the COR to ensure mission needs are met. The Contractor shall provide coverage for 100% of the contracted service hours.

5.2.2 The Primary and Urgent Care Physician Contractor will work approximately 40 to 50 hours per week. The contractor will typically be scheduled to work in clinic 5 days per week. Overtime will be worked only on an "as needed basis" as determined by the Ambulatory Care Services Supervisor. Any hours worked over the normal scheduled time will be paid at the regular hourly rate.

WORKING HOURS:

Clinic: Monday, Tuesday, Wednesday, Thursday, Friday 0800 to 1630.

5.2.3 Personnel shall notify the Contractor of any planned or unplanned absence. The Contractor shall, in turn, notify the COR and designated Government representative in advance of any planned absence, or as soon as practicable in the case of emergencies. For absences exceeding eight (8) work hours, the Contractor shall provide at least fifteen (15) calendar days advance notice, unless precluded by a verifiable emergency. The Contractor is responsible for ensuring continuity of services and meeting all contract requirements during such absences.

5.2.4 Approval of leave is contingent upon availability of a qualified replacement.

5.2.5 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:

A. The cause of the current illness or incapacitation AND
B. Indicating the Contractor as contagious or non-contagious.

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

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

5.4 Performance Evaluation:

5.4.1 The Contractor's performance shall be evaluated in accordance with the standards set forth in the contract and Performance Requirements Summary (PRS) of Section 8.0.

5.4.2 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.

5.5 Identification of Contractor: The Contractor shall wear a government issued contractor identification badge during performance of duty.

5.6 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.

5.6.1 Medical Records and Other Required Documentation: 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. (Note: payment shall be withheld for inaccurate or incomplete medical records in accordance with Section 8.0 and applicable contract terms.)

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

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

5.7 IHS Information Technology Systems:

5.7.1 In performance of this contract, the Contractor shall adapt to and successfully utilize IHS information technology systems that are required for the performance of the contract.

5.7.2 The Contractor shall ensure that IHS information technology system security policies and procedures are adhered to. The IT policies and procedures shall be made available to the Contractor at each IHS facility.

6.0 Contractor Qualification Requirements:

6.1 Experience. The Contractor shall be a Primary and Urgent Care Physician in Family Medicine, Internal Medicine, or Internal Medicine/Pediatrics and have a minimum of 2 years' experience in that role.

6.2 License/Registration. Primary and Urgent Care Physician shall possess a current, valid, unrestricted 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.

6.2.1 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.

6.3 Certifications. Current Basic Life Support (BLS), Advanced Cardiac Life Support (ACLS), and Pediatric Advanced Life Support (PALS) is mandatory.

6.4 Health Requirements/Conditions of Employment:

6.4.1 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.

6.4.2 Contractor History: Per the IHS SOP for credentialing for high-risk findings, the contractor cannot have a history of any of the following actions:

- Suspension, restriction, revocation, denial, probation or involuntary relinquishment of any clinical professional license or registration held by the licensed practitioner
- Suspension, restriction, revocation, or denial of employment, medical staff membership, or clinical privileges at any place of employment, including, hospitals, clinics or other healthcare settings
- Subject of civil, criminal, or administrative action regarding sexual misconduct, child abuse, domestic violence, elder abuse, or other violent crimes.
- Any arrest, charge, conviction, or sentence for the following crimes: Driving Under the Influence (DUI) or while impaired or intoxicated
- Any sexual misconduct
- Illegal drugs forbidden by Federal Law
- Intimate Partner violence or other violent crimes
- Not Board Certified

6.4.3 Immunization. The Contractor shall also provide the following documentation:

- Immunity to Rubella, Mumps, Measles
- Immunity to Hepatitis B series
- History of chicken pox (varicella) disease or positive titer
- Tetanus Diphtheria (Td) within the last 5 years
- Documentation of receiving a TB Mantoux skin test (PPD) within the past 12 months with documentation of follow-up for a positive test.
- A signed declination of the Hepatitis B vaccination series shall be accepted
- Flu vaccination is REQUIRED

6.5 Language Requirements. 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 a computer.

6.7 Orientation. For all Primary and Urgent Care Physicians here providing service, Contractor shall ensure its Key Personnel complete required facility orientations and training necessary to perform under this contract.

6.8 Background Checks: As directed by the Contracting Officer, 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 IHS to ensure that the pre-employment screening process includes the appropriate investigation questionnaires and forms to be completed. All completed forms shall be reviewed by the Contractor and forwarded to the COR and or Contracting Officer. The Government may require the Contractor to immediately remove any contracted personnel from the work site if security requirements are not met or if there is an investigation that receives unfavorable adjudication, or, if other unfavorable information that would affect the investigation becomes known.

7.0 Order of Precedence/Challenges to Conflicts: For any inconsistency between supervisor directions, this Performance Work Statement, attachments and exhibits, the following order of precedence shall apply:

(a) The Contract (including applicable clauses and provisions)
(b) This Performance Work Statement
(c) Performance Work Statement Attachments and Exhibits

Only the Contracting Officer has the authority to modify the terms of the contract. The Contracting Officer's Representative (COR) may provide technical direction within the scope of the contract but shall not alter contract requirements.

8.0 Performance Requirements Summary (PRS)				
Performance-based Task	Indicator	Standard	Quality Assurance	Incentives
Contractor shall provide **Primary and Urgent-Care Physician Services** in the delivery of patient care to the Navajo Area Indian Health Service.	Competency	Perform 100% required tasks at 100% of the required competencies (refer to 11.0)	Surveillance systems shall include periodic inspections and customer complaints.	Payment of contract price for satisfactory service. No payment for incomplete work. Contractor performance shall be evaluated using the Contractor's Performance Assessment Report (CPAR). The evaluation shall be considered when future IHS contract selections are made.
	Compliance	100% compliance with IHS Service Units and/or Health Centers published Policies; Procedures; Standards of Care; and hospital and Laboratory Protocols.		
	Patient Outcomes	No reports of breached patient safety, infection control, and other procedures that might adversely affect patient outcome.		
	Professionalism	Performance characterized by continual cultural awareness and focus on customer service. 100 % adherence to the Code of Ethics and Federal Code of Conduct.		
	Credentialing	Uninterrupted credentialing as defined in 6.0 to 6.8 for period of contract.		
	Documentation	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.		
	Service Quality	Satisfaction with quality of service is evidenced by valid customer inputs.		

9.0 List of Attachments and Exhibits.

9.1 Attachments

9.1.1 QASP/QAMF and CPAR

9.1.2 Medical Staff Bylaws

10.1 Written Competency Assessments

a. Confidentiality/HIPAA/Patient's Rights
b. EMTALA Compliance Exam, 2004

11.2.1 Standard Emergency Codes
11.2.2 Confidentiality: Legal and Ethical Concerns in Healthcare
11.2.3 An Introduction to the Navajo Culture
11.2.4 Verbal and Telephone Orders
11.2.5 Pain Management
11.2.6 Focus Charting
11.2.7 Medical Staff Bylaws