

PERFORMANCE BASED WORK STATEMENT
NON-PERSONAL SERVICE (FNP Nurse Practitioner for ED and
Ambulatory Care)

1.0 General: This performance based work statement describes the requirements for a **non-personal service contract** for a Nurse Practitioner to support the mission of the Indian Health Service (IHS).

2.0

2.1 Background: IHS is an agency within the US Dept. of Health and Human Services and is responsible for providing federal health services to American Indians and Alaska Natives. 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 Indian and Alaska Natives. The IHS currently provides health services to approximately 1.5 million American Indians and Alaskan Natives who belong to one of the 557 federally recognized tribes in 34 states. The Navajo Area IHS 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, preventative and community health, and environmental health services for members of the Navajo Nation and the San Juan Southern Paiute Tribe.

There is a shortage of permanent medical providers in the remote Crownpoint Service Unit currently, especially for our fast track Emergency Room (formerly referred to as Urgent Care). These vacancies are being filled through the use of contract providers.

2.2 Scope: This Contract has two scopes of care:

1. The Contractor shall provide full spectrum outpatient medical services to patients of all ages in the Fast Track of the Emergency Department at Crownpoint Healthcare Facility.
2. Staffing Outpatient Primary Care Clinics: In Crownpoint, this would be adult care only. At our satellite clinics, Thoreau Health Clinic or Pueblo Pintado Health Clinic, this would involve seeing patients of all ages. This

would be mainly a Same Day Clinic appointment role. This requires the ability to manage Diabetes/ Hypertension and other adult chronic care needs for refills and referrals.

There will always be a physician available in the ED for consultation for both roles.

2.3 Place of Performance: The contracted provider will be assigned to the Emergency Room at Crownpoint Healthcare Facility, the Adult Ambulatory Care Clinic in Crownpoint or to Thoreau Health Station or the Pueblo Pintado Health Clinic.

2.4 Point of Contact: Claire Escamilla, ED Director and Acting Clinical Director, will be the point of contact that will be responsible for the performance of the work. These individuals shall have full authority to act for the Government on all matters relating to the daily operation of the contract. An alternate may be designated, but the points of contact shall identify those times when the alternate shall be the primary point of contact.

2.5 Availability: The point of contact shall be available via telephone 24 hours a day, seven days a week including federal holidays.

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

1.3.1 The Joint Commission on Accreditation of Healthcare Organizations. The Joint Commission (TJC) <http://www.jointcommission.org>

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

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

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

1.3.5 Health Insurance Portability and Accountability Act (HIPAA) of 1996.
<http://www.cms.hhs.gov/hipaa>

1.3.6 Privacy Act of 1974. <http://www.usdoj.gov/oip/privstat.htm>

1.3.7 Navajo Area IHS Service Unit and Health Center Policies, Procedures and Protocols.

1.3.8 Computer Security Act of 1980
<http://www.ihs.gov/adminmggrsresources/computersecurityact>

1.3.9 Federal Code of Conduct <http://www.ihs.gov>

1.3.10 IHS General Directives <http://www.ihs.gov/adminmggrsresources>

1.3.11 IHS Computer Security Directives
<http://www.ihs.gov/adminmggrsresources>

1.3.12 Information System Security Awareness <https://www.ihs.gov/issa/>

1.3.13 Privacy Act training website;
<https://www.ihs.gov/privacytraining/training/>

3.0 Government Furnished Information, Property and Services:

3.1 Information: All 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 GSA Vehicle: If required by the position, authorization shall be in accordance with NAIHS Chapter 12, Section 13 Motor Vehicle Management. Contractors may ride in Government vehicles but not authorized to drive a Government vehicle. There are GSA vehicles that travel to the outlying clinics.

3.2.2 Government Housing: No government housing is available, unless there is a vacancy. This will be determined by the Housing Committee. Smoking is not allowed anywhere on the facility grounds, including in private cars or outside housing. Contractors are not permitted to bring guests.

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 PBSOW. 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 \$10.00 fee will be charged for lost or destroyed badges.

3.3.3: Tokens: All Contractor Providers appointed to the CHCF Medical Staff shall comply with the Drug Enforcement Agency and the State of New Mexico's two-factor authentication Electronic Prescription of Controlled Substances (EPCS) requirements, when implemented. The Contractor Physician shall be provided with HID USB token to meet identity verification for prescribing controlled substances within IHS and the HID USB token shall be compatible with CHCF's Electronic Health Record (EHR) and the Resource Patient Management System (RPMS). Such tokens are provider specific, but can be used at other IHS facilities.

3.4 Training: Facility specific orientation/training necessary for the Contractor to perform the required duties, e.g., NAIHS 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 medical services or includes

mandates made by the NAIHS or Crownpoint Service Unit while the nurse practitioner is working under this contract. Training **will not** be provided for purposes of continuing education, career development or individual development.

Orientation. The contractor providing service under this contract shall attend mandatory orientations and training specified by the Government.

3.5 Protection of Government Buildings, Equipment, and Vegetation: The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs.

If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

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: "Other personal medical instruments" are defined as Contractor owned items and may include but are not limited to stethoscope, scissors, etc. 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 approval by the COR prior to use by the Contractor. The Government reserves the right to prohibit the use of any materials, supplies, or equipment.

4.2 Housing/per diem/travel and other associated cost:

Contractor shall be responsible for housing, per diem, travel and other associated cost for their employee. Government housing will be available **ONLY** if there is a Vacancy

5.0 Indemnification and Medical Liability Insurance:

- a. It is expressly agreed and understood that this is a personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101,

under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over the professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier or not less than \$1,000,000 per specialty per occurrence, \$3,000,000 aggregate.

- b. An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.
- c. Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of less than 3 years after the end of the contract term must also be provided.
- d. Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.
- e. The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If, during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

- f. The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

6.0 Performance-based Requirements: Specific tasks include the following:

6.1 ER NP duties::

The contractor will be expected to be able to deal with acute/urgent issues such as toe nail removals, simple laceration repair, splinting of fractures and incision and drainage. However, at our facility, our fast track ER handles a large amount of what would be considered primary care, due to limited availability of Adult Medicine primary care providers at this time. This can include seeing the patient back for follow up if not able to schedule with their Primary care provider. The NP will need to address urgent requests for referrals and medication refills. As such, the contractor must be able to enter referrals appropriately into the EHR and per Service unit policy.

The Contractor is required to be aware of and abide by service unit policy regarding chronic pain medication.

In addition to diagnosing and treating medical conditions, the contractor will complete all billing and encounter forms, including discharge instruction sheets. Charts must be completed within 72 hours of the patient encounter. If the provider does not complete their medical records in this timeframe and/or leaves Crownpoint with outstanding medical record deficiencies their pay can be held. The Clinical Director or Point of Contact will not be able to sign any timesheets unless the Medical Records Department confirms there are no chart deficiencies.

The contractor agrees to attend ER staff huddles at 10 am on normal work days. (excluding weekends and holiday).

ER NPs may be assigned to participate in triage by performing brief medical screening exams in the triage room to assist patient flow as determined by the ER charge nurse or if our surge plan is activated.

It is possible that contractor staff may be called on to run Point of Care COVID-19 testing in the ED Hallway or to assist with COVID Vaccine injections. Providers will be trained and competency completed.

6.2 Clinic NP Duties:

The contractor will assist the primary care teams by serving as a Same Day Appointment provider for urgent needs, medication refills, referrals, etc. This requires ability to diagnose and manage common adult medical conditions such as hypertension and diabetes.

Work Schedule:

The dates of services for this needed are: July 1, 2023 to June 30, 2028.

Work Flexibility. The Contractor will work the hours specified per the Crownpoint medical staff schedule. Emergency Department shifts can be from 10 -12 hours per day starting from 8:30 or 9 am. The schedule and times will vary depending on the facility's needs, including last minute changes to cover unexpected call outs. Clinic hours would be negotiable 7:30 am to 6 pm or 8 to 4:30 pm.

In emergency cases, the contractor may be required to work additional hours, but will be relieved as soon as possible. The extra hours will be charged at the same rate, and not exceed two hours at any one time. No "on-call" coverage is required for evenings but the ED Hallway is staffed daily including weekends and Federal holidays. Total hours are not to exceed the dollar amount of the Purchase order. Staff are discouraged from working more than 7 consecutive days.

6.3 Illness The Contractor shall provide written documentation from a qualified health care provider for absences of two (2) or more consecutive days, due to illness, stating:

- a. The cause of the current illness/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.

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

6.5 Performance Evaluation:

The Contractor's performance will be evaluated in accordance with the standards set forth in the contract and the Medical Dental Staff Bylaws, Rules and Regulations and approved hospital policies and procedures. This will be monitored by periodic chart reviews, patient satisfaction surveys and review of any formal patient complaints. 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.

6.6 Identification of Contractor:

The Contractor shall wear government issued contractor identification badge during performance of duty.

6.7 Management of Medical Information: The Contractor shall manage all patient information, records, information entered into the RPMS in accordance with HIPAA standards, Privacy Act, and NAIHS Service Unit and/or Health Center specific policies and protocols.

6.7.1 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.

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

6.7.3 IHS Information Technology System: In performance of this contract, the Contractor shall adapt to and successfully utilize I.H.S. information systems that are deemed by the Supervisor as necessary for acceptable contractor performance. (RPMS)

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

7.0 Contractor Qualification Requirements:

7.1 Experience. Have completed an advanced practice nurse training program per Medical Staff Bylaws.

7.2 License/Registration. The Contractor shall possess a current, valid unrestricted license in a state of the US, the District of Columbia, the Commonwealth of Puerto Rico, or a Territory of the United States, throughout the term of this contract.

7.3 Certifications. Current Basic Life Support (BLS) PALS and ACLS is mandatory. Board certification, either AANP or FNCP. Proof of an active and unrestricted NP License and DEA license. Pediatric Life Support (PALS) is strongly recommended.

7.4 Health Requirements/Conditions of Employment.

The Contractor shall also provide the following documentation before employment:

- Immunity to Rubella, Mumps, Measles
- Immunity to Hepatitis A and B
- History of chicken pox 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 will be accepted.

7.6 Language Requirement 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.

7.7 Information Technology Skills. The Contractor shall possess basic knowledge, skills and abilities to use a computer. Familiarity with RPMS and past experience with our patient population would be much appreciated.

7.8 Background Checks. All federal contractors have to undergo pre-screening, which includes fingerprinting as required by federal law. A complete pre-security package includes: FD-258 Fingerprint Cards, OF-306 Declaration of Federal Employment, OF-306 Childcare Addendum form, IHS Provisional Authorization Form, Current resume, college transcripts and HHS-745 HHS ID Badge Request Form. These forms will be provided by the Crownpoint Healthcare Facility Human Resource Department.

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 HR department to ensure that the pre-employment screening process is completed in a timely manner.

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.

8.0 Termination for Cause: The government may terminate this contract for cause in accordance with FAR 52.212-4 (i) and (m).

8.1 Any Contractor demonstrating impaired judgment shall not be permitted to work in the NAIHS. The Government reserves the right to remove from the facility any Contractor who in the judgment of a licensed physician is impaired by drugs or alcohol.

9.0 Technical Direction:

9.1 The COR does not have the authority to, and shall not, issue any instructions purporting to be technical direction that:

- Constitutes an assignment of additional work outside the statement of work;
- Constitutes a change as defined in the changes clause;
- In any manner causes an increase or decrease in the total estimated contract cost, fixed fee (if any), or the time required for contract performance;
- Changes any of the expressed terms, conditions, or specifications of the contract, or the terms and conditions of the contract.

9.2 All technical direction shall be issued in writing by the COR. All verbal direction will be confirmed in writing within 24 hours (one business day).

9.3 The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within the authority. If, in the Contractor's opinion, any instructions or direction by the COR falls within any of the categories defined in paragraph 9.2 above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing that the instruction or direction is within the requirements of the contract and does not constitute a change under the changes clause of the contract and that the contractor shall proceed promptly with its performance.

9.4 A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both rescinded in its entirety; or within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction shall be subject to the Disputes clause of this contract.

9.5 Any action taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COR shall be at the Contractor's risk.

10.0 Required Trainings:

Essential Training on Pain and Addiction

The IHS Heroin, Opioid and Pain Efforts (HOPE) Committee released the IHS Essential Training on Pain and Addiction _ opportunity as an on-demand web-based course. This course is required within 6 months of employment as required by IHS policy.

Training Renewal

Three (3) years after completing the IHS Essential Training, completion of the IHS Refresher Training on Pain and Addiction _ is required, and every three (3) years thereafter. To successfully complete this refresher course, participants are required to view both the CDC Training "HHS Guide for Clinicians on the Appropriate Dosage Reduction or Discontinuation of Long-Term Opioid Analgesics," and the IHS Policy Requirements and Best Practice Review Presentation. The course takes approximately 90 minutes to complete.

Some states require Opioid training for licensure and that training exceeds the offering in the refresher course. In that case the CME (as long as proof of completion is submitted) will count toward the refresher training. For those whose licensure does NOT require opioid training, the IHS refresher course is the MINIMUM training that must be done every three years.

Non-Federal staff should complete the following online trainings in HealthStream:

- Protecting Children from Sexual Abuse by Health Care Providers ☐
- HHS Annual Emergency Preparedness Training – Section I, II, III ☐
- HHS 2020 Records Management ☐
- Plain Language Emergency Response ☐
- Navajo Area Abuse and Neglect Policy ☐
- Sensitive Personally Identifiable Information (PII) ☐
- ICS 100 & 700 (Non-Federal staff may skip the FEMA exam if they wish to do so) ☐
- Introduction to Just Culture ☐
- I-STAR Training ☐
- IHS Secure Data Transfer Service ☐
- Optional: The No FEAR Act ☐

| Performance – based Matrix | | | | |
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| 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 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 shall provide Personal Service Contract Certified Medical Assistant service in the delivery of patient care to the Navajo Area Indian Health Service. | Competency | Performs 100% required tasks at 100% of the required competencies. (refer to 10.2) | See QASP. Surveillance systems will include periodic inspections and customer complaints. | Payment of contract price for satisfactory service. Contractor performance will be evaluated using the CPAR form. The evaluation will be considered when future NAIHS contract selections are made. |
| | Compliance | 100% compliance with NAIHS Service Units and/or Health Centers published Policies; Procedures; Standards of Care; and hospital \ Protocols. | | |
| | Patient Outcomes | No reports of breached patient safety, infection control, and other procedures that adversely affects patient outcome. | | |
| | Professionalism | Performance characterized by continual cultural awareness and focus on customer service. 100% adherence to the Federal Code of Conduct. | | |
| | Credentialing | Uninterrupted credentialing as defined in 6.0 to 6.3 throughout the contract period. | | |
| | Documentation | 100% of all documentation meets established NAIHS Medical Facility, JCAHO, and CMS standards to include: timeliness, legibility, accuracy, content, date, time, signature and designated profession. | | |
| | Service Quality | Satisfaction with quality of services is evidenced by valid customer inputs and chart reviews, Istar reports, etc. | | |