

**PERFORMANCE WORK STATEMENT (PWS)**  
**NON-PERSONAL SERVICE - NURSING**  
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**1.0 General:** This performance work statement describes the requirements for Non-Personal Service Contract for Nursing Services to support the mission of the Indian Health Service (IHS).

**1.0.1 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.

There is a nationwide shortage of nurses which is amplified by the remote and rural areas served by the Indian Health Service. This performance work statement covers requirements for the Navajo Area. The positions to be filled include: Registered Nurse (RN) for the provision of outpatient and inpatient nursing services.

**1.0.2 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.

**1.0.3 Navajo Area Indian Health Service (NAIHS):** The Emergency Medicine Departments in Navajo Area provide care for 80,000 patients, ambulatory care sees 1.1 million per year and 7500 inpatient stays per year. Gallup Indian Medical Center (GIMC) serves as a Level III Trauma Center and Northern Navajo Medical Center (NNMC) as a Level IV Trauma Center. Chinle Comprehensive Health Care Facility (CCHCF), GIMC, and NNMC provide Adult and Pediatric inpatient care, Outpatient Primary Care, Women's Health, Midwifery, Mental Health, Pharmacy, Optometry, General Surgery, Orthopedics, Podiatry, OB/GYN, Dental, Rehabilitation services, Lab services, Radiology services and Public Health. Crownpoint Service Unit also provides Inpatient Adult services, Outpatient Primary Care, Pharmacy, Optometry, Dental and Public Health. Kayenta Service Unit has a free standing Emergency Department and provides Outpatient Adult and Pediatric Services, Podiatry, Optometry, Dental, Public Health and Mental Health Services.

**1.1 Scope:** The Contractor shall provide nursing services in accordance with section 5.0, performance work statement requirements.

- 1.1.1 Duties and responsibilities may encompass outpatient and inpatient nursing services to IHS patients.
  - 1.1.2 Place of Performance: Services are to be performed at hospitals, clinics and other healthcare facilities of the Navajo Area Indian Health Service within the Northern Navajo Medical Center. The award pricing schedule will identify the exact place of performance.
  - 1.1.3 Period of Performance: Shall be 1 Base Period + 1 Option Period  
Contract period of performance shall contain a 6 month base period and a 6 month option period.
- 1.2 Applicable Documents:** Please see the web link listed unless document is listed as an attachment.
- 1.2.1 The Joint Commission (TJC)  
<http://www.jointcommission.org>
  - 1.2.2 Centers for Medicare and Medicaid Services (CMS) Standards  
<http://www.cms.hhs.gov>
  - 1.2.3 Accreditation Association for Ambulatory Health Care (AAAHC)  
<https://www.aaahc.org>
  - 1.2.4 Section 231 of Public Law 101-647, the Crime Control Act of 1990.  
<http://www.icctc.org/Crime%20Control%20Act%20of%201990.pdf>
  - 1.2.5 Section 4087 of Public Law 101-630, the Indian Child and Family Violence Act  
<http://www.icctc.org/IHS-BIA%20CPT%Handbook/PL%201101-630.pdf>
  - 1.2.6 Health Insurance Portability and Accountability Act (HIPAA) of 1996.  
<http://www.cms.gov/HIPAAGeninfo/>
  - 1.2.7 Privacy Act of 1974.  
<http://www.justice.gov/opcl.privacyact1974.htm>
  - 1.2.8 Revised American Nurses Association Code of Ethics and Standards of Practice and Care (1996) <http://www.nursingworld.org>
  - 1.2.9 State Nurse Practice Act for the Contractor's licensing state.  
<http://www.medi-smart.com/>
  - 1.2.10 IHS Service Unit and Health Center Policies, Procedures and Protocols.  
(See section 11.0 for a list of attachments and exhibits)
  - 1.2.11 Computer Security Act of 1980  
<http://security.ihs.gov/index.cfm>

**1.3.12 Federal Code of Conduct:**

[https://www.ihs.gov/IHM/index.cfm?module=dsp\\_ihm\\_pc\\_p323](https://www.ihs.gov/IHM/index.cfm?module=dsp_ihm_pc_p323)

**1.3.13 IHS General Directives**

<http://www.ihs.gov/index.cfm?module=AtoZ&option=index>

**1.3.14 IHS Computer Security Directives:** <http://security.ihs.gov/index.cfm>

## **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 Business Associate:** Any company or person that is exposed to, handles, or works with the data in medical records is a "Business Associate" of the medical entities they work for.

**2.5 Business Associate Agreement {BAA}:** A business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects personal health information (PHI) in accordance with HIPAA guidelines.

**2.6 Code of Ethics:** The Revised American Nurses Association Code of Ethics and Standards of Practice and Care, published in 1996 by the American Nurses Association which makes explicit primary goals, values and obligations of the nursing profession.

**2.7 Contracting Officer {CO}:** A Government employee with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

**2.8 Contractor:** The individual awarded a legal binding contract to provide supplies and services.

**2.9 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. COR-contracting Officer's Representative or GTR-Government Technical Representative,).

- 2.8 Contractor Performance Assessment Report:** A report that assesses a contractor's performance and provides a record, both positive and negative, on a given contract for specific period of time.
- 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 appropriated funds.
- 2.15 Federal Tort Claims Act (FTCA):** The Federal Tort Claims Act (FTCA) is the waiver of sovereign immunity by the United States and provides the exclusive remedy for personal injury, death, and property damages resulting from the negligence of federal employees.
- 2.16 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.
- 2.17 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.
- 2.18 Health Insurance Portability and Accountability Act (HIPAA):** A US law designed to provide privacy standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals and other health care providers.
- 2.19 Non-Personal Service Contracts:** means a contract under which the personnel rendering the services 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.
- 2.20 Ordering Activity:** An authorized user of IHS that may issue a task order to obtain required services under this contract.
- 2.21 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.
- 2.22 Orientation:** An activity designed to provide basic familiarization of the facility and transition the nurse into the IHS Service Unit and/or Health Center and the nursing unit where the services will be provided.

**2.23 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.

**2.24 Patient Outcome:** End result of nursing care.

**2.25 Performance Work Statement Matrix:** lists the services to be monitored and the standards to be applied.

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

**2.27 Quality Assurance Surveillance Plan (QASP):** A written document prepared and used by the government for Quality Assurance surveillance of the contractor's performance.

**2.28 Quality Control Plan (QCP):** Those actions taken by the Contractor to control the quality of services provided. The Contractor's QCP must be equivalent to the Government's Quality Assurance plan.

**2.29 Service Unit:** The local administrative unit of IHS.

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

**2.31 Technical Direction:** A directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section 5 of this contract.

**2.33 Tour of Duty:** The time of day the nurse is scheduled to perform nursing 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. 12-hour Tour of Duty, 8-hour Tour of Duty, 10-hour Tour of Duty. Includes weekends and holidays.

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

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

### **3.1 Government Furnished Information, Property and Services**

**3.2 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.

**3.3 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.

**3.3.1 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:**

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

**3.4.2** 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.

**3.5 Training:** Facility specific 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 nursing services or includes mandates made by the service unit while the nurse is working under this contract. Training will not be provided for the purpose of continuing education, career development or individual development.

### **3.6 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.

### **4.1 Contractor Furnished Property**

**4.2** Except for the property specified in paragraph 3.0 as government furnished, the Contractor shall provide all uniforms and other personal medical instruments subject to the following:

**4.2.1 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 Chief Nurse Executive at GIMC.

**4.2.2 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.

## **5.1 Performance Work Statement (PWS) Requirements.**

### **5.2 Nursing Duties:**

**5.2.1.** The Contractor shall perform nursing duties and manage patient's needs as described in the (PD) and in accordance with technical direction provided by NNMC's Nursing Supervisor.

**5.2.2.** The Contractor shall perform in accordance with the following competency standards:

#### **5.2.2.1 Written Competency Standards**

- a. Confidentiality/HIPAA/Patient's Rights
- b. EMTALA Compliance Exam, 2004
- c. Age Specific Competency Verification
- d. RN Medication Administration Competency Examination
- e. RN Medication Administration Competency Verification
- f. Intravenous Therapy Exam
- g. Venipuncture Procedure Skills Competency Verification
- h. Pain Management Competency Verification
- i. Restraints
- j. Soft Restraint Application Competency
- k. Hard Leather Restraint Application

**5.2.2.2** Contract Nurse Orientation Check List I Health Stream

**5.2.2.3** Contract Nurse Orientation Competency Verification Instructions

**5.2.2.4** Contract Nurse Billing Information

**5.2.2.5** Standard Emergency Codes

**5.2.2.6** Confidentiality: Legal and Ethical Concerns in Healthcare

**5.2.2.7** EMTALA- Emergency Medical Treatment and Labor Act

**5.2.2.8** What are Age-Specific Competencies?

**5.2.2.9** An Introduction to the Navajo Culture

**5.2.2.10** Verbal and Telephone Orders

**5.2.2.11** Medication Administration

**5.2.2.12** Pain Management

**5.2.2.13** Latex Allergy

**5.2.2.14** Charting

**5.2.2.15** Patient Restraints

**5.2.2.16** Charge Nurse Duties: Responsibility and Expectation

**5.2.2.17** Nursing Standards

**5.2.2.18** Standards of Nursing Practice

### **5.3 Work Schedule:**

**5.3.1** The Nursing Supervisor for each department will provide technical direction on the specific tour of duty the contract nurse will work.



**5.3.2** Work Flexibility. The Contractor shall coordinate with the Nursing Supervisor to rotate into other duty sections as needed to support patient care.

**5.3.3** The Contractor shall coordinate with the department Nursing Supervisor or designee prior to any absence from work. If the length of the absence exceeds eight (8) work hours and beyond, the Contractor shall coordinate and provide notification to the department Nursing Supervisor (the exception is verifiable emergencies) in advance of the desired absence.

**5.3.4** Approval of leave is contingent upon availability of a qualified replacement.

**5.3.5** 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.

**5.3.6 Conduct:** The Contractor shall meet standards as listed in the Federal Code of

#### **5.4 Performance Evaluation:**

**5.4.1** The Contractor's performance will be evaluated in accordance with the standards set forth in the contract and Performance Work Statement Matrix of section 11.0.

**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:**

**5.5.1** 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 Health Insurance Portability and Accountability Act (HIPAA) standards, Privacy Act, and IHS Service Unit and/or Health Center specific policies and protocols.

**5.6.1** 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.

**5.6.2** 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 deemed by the Supervisor as necessary for acceptable contractor performance.

**5.7.2** 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.

## **6.0 Business Associate Agreement:**

Pursuant to 45 C.F.R. § 164.502(e), the Indian Health Service (IHS), as a covered entity, is required to enter into an agreement with a "business associate," as defined by 45C.F.R. § 160.103, under which the business associate must agree to appropriately safeguard Protected Health Information (PHI) that it will use and disclose when performing functions, activities or services pursuant to its contract with the IHS. The attached Appendix A: Business Associate Agreement shall be completed by the Contractor upon award and become an integral part of this contract

## **7.1 Contractor Qualification Requirements:**

**7.2 Experience:** The Contractor shall have thirty-six {36} months of nursing experience, with a minimum of two (2) years in the specialty required by the contract, unless otherwise approved by the Contracting Officer.

**7.3 License/Registration:** All nurses shall possess a current, valid, unrestricted nursing license in a state, the District of Columbia, the Commonwealth of Puerto Rico, or a Territory of the United States, throughout the term of this contract.

**7.3.1** 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.

**7.4 Certifications:** Current Basic Life Support (BLS) is mandatory for all specialties. Pediatric Advanced Life Support (PALS), Newborn Life Support (NLS), Advanced Trauma Care Nurse (ATCN) or Trauma Nurse Critical Care (TNCC), and Advanced Cardiac Life Support (ACLS) are required for each appropriate duty section at the time of selection for contract award. The contractor shall ensure that the contract *nurse's* certifications remain valid throughout the term of this contract.

## **7.5 Health Requirements/Conditions of Employment:**

**7.5.1** 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.

**7.5.2 Immunization.** The Contractor shall also provide the following documentation prior to RNCandidate selection:

- Immunity to Rubella, Mumps, and Rubeola (Measles);
  - Proof of Hep B vaccination x3 OR positive titer OR a signed declination of the Hep B vaccinations will also be accepted;
  - Documented history of chicken pox OR varicella vaccination x2 OR positive varicella titer;
  - History of Tdap vaccination, with subsequent Td vaccination if older than 10 years;
  - Documentation of Tuberculosis testing (TB skin test or IGRA) within the past 12 months with documentation of chest x-ray and follow-up for a positive history; 12 months with documentation of follow-up for a positive test.
  - Proof of influenza vaccination from October -1 thru March 31, per IHS Mandatory Influenza Vaccination Policy.
- Proof of Vaccination against SARS-COV-2, the virus that causes COVID 19

**7.6 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.

**7.61 Information Technology Skills.** The Contractor shall possess basic knowledge, skills, and abilities to use a computer.

**7.7 Orientation.** All nurses providing service under this contract shall attend mandatory orientations and training specified by the government.

**7.8 Background Checks:** As directed by the Contracting Officer, the Contractor shall provide all requested information necessary to perform 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 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.

e-QIP: Required Background Investigation Information:

Executive Orders 10450, 12968, and HSPD-12 require a background investigation as a condition of employment. This investigation will be processed utilizing the US Office of Personnel Management (OPM), Electronic Questionnaire for Investigation Processing (eQIP) system.

FINGERPRINT CARD- FBI FD-258 (provided by the Federal Government)

Fingerprint MUST be cleared and approved prior to contract assignment. Contract assignment(s) are conditional on a cleared background check.

**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** Performance of the work under this contract is subject to the written and verbal technical direction of the Nursing Supervisor.

**9.2** The Nursing Supervisor 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 performance work statement;
- Constitutes a change as defined in the changes;
- 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.

**9.3** All technical direction shall be issued in writing by the Nursing Supervisor. All verbal direction will be confirmed in writing within 24 hours (one business day).

**9.4** The Contractor shall proceed promptly with the performance of technical direction duly issued by the Nursing Supervisor in the manner prescribed by this clause and within the authority. If, in the Contractor's opinion, any instructions or direction by the Nursing Supervisor falls within any of the categories defined in paragraph 8.2 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.

**9.5** 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.

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

**10.1 FAR 52.237-7 Indemnification and Medical Liability Insurance (Jan 1997)**

- (a) It is expressly agreed and understood that this is a non-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 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 of not less than the following amount(s) per specialty per occurrence:  
\$1,000,000.00 and \$3M per aggregate.
- (b) An apparently successful offer or, 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 not 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 the contract.

**12.1 List of Attachments:** The position description will be provided by the Contracting Officer upon request. The BAA will be provided to the Contractor upon award for their completion/signature. The signed BAA shall be returned to the Contracting Officer for internal filing.

**12.2 Attachments**

- A. Position Description appropriate to area of work
- B. Business Associate Agreement (BAA)
- C. Exhibits applicable to IHS Nursing

**12.3 Appendices to be provided by each service unit**

- A. Emergency Department**
  - 1. **Certifications required**
  - 2. **Department specific competencies**
- B. Women's Health**
  - 1. **Certifications required**
  - 2. **Department specific competencies**
- C. Pediatrics**
  - 1. **Certifications required**
  - 2. **Department specific competencies**
- D. Ambulatory Care**
  - 1. **Certifications required**
  - 2. **Department specific competencies**
- E. Inpatient Care**
  - 1. **Certifications required**
  - 2. **Department specific competencies**

# **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

## **1. PURPOSE**

This Quality Assurance Surveillance Plan (QASP) provides the assessment methodology to evaluate performance for the stated contract. This QASP covers the following:

- Identify the services that will be measured;
- Establish the specific standards of performance for each required output;
- Establish the responsibilities for performing the measurement;
- Define the government role in overseeing the performance;
- Provide for feedback to the Contractor regarding quality, quantity, and timeliness of the service outputs;
- Establish timeframes for communicating performance improvements needed.

This QASP does not detail how the contractor accomplishes the work. Rather, the QASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the contractor. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

## **2. GOVERNMENT ROLES AND RESPONSIBILITIES**

The following personnel shall oversee and coordinate surveillance activities:

- A. Contracting Officer (CO)- The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance.
- B. Contracting Officer's Representative (COR) - The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the contractor's performance. The COR shall keep a quality assurance file. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf.
- C. Other Key Government Personnel
  - i. The Chief of Emergency Medicine is responsible with monitoring and assessing the contractor's performance specific to Indicators a through e in Section 10 (Performance-Based Matrix) of the Performance Work Statement (Page 15) by completing the Peer Review NAO Provider Exit Profile Form.
  - ii. The Chief of Staff or the Clinical Director will provide supplementary information in the designated area of the Peer Review NAO Provider Exit Profile Form. This will substantiate the Chief of Emergency medicine's assessment.
  - iii. The Peer Review form will be reviewed and completed for each contractor. The Performance-Based Matrix is tailored to the NAO Peer Review Form. The completed NAO Peer Review Form will not be shared with the contractor as afforded under 25 USC Sec § 1675. At the end of the performance period, the following information will be disclosed to the contractor: the conversion of Indicators to Summary Ratings (Average Score) and the Analysis of Results (Contractor's Performance Measurement Rate & Contractor's Performance [Meets Requirements of Does Not Meet Requirements]). This will be reported onto the Contractor's Performance Assessment Report (CPAR).

## **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

### **3. IDENTIFICATION OF REQUIRED PERFORMANCE STANDARD/QUALITY LEVELS**

Performance standards define desired services. The Government performs surveillance to determine if the contractor exceeds, meets or does not meet these standards.

The Performance-Based Matrix Section 11.0 of the Performance Work Statement (Page 14), includes performance standards. The Government shall use these standards to determine contractor performance.

<b>TASK</b>	<b>ID</b>	<b>INDICATOR</b>	<b>STANDARD</b>	<b>ACCEPTABLE QUALITY LEVEL</b>	<b>METHOD OF SURVEILLANCE</b>	<b>INCENTIVE</b>
Contractor shall provide emergency Medicine Physician services in the delivery of patient care to the Navajo Area Indian Health Service.	A	Patient Care	Contractors provided fully successful or excellent patient care as rated under Element 1 & Element 3 of the Peer Review NAO Provider Exit Profile (refer to Section 10.1 of the PWS). No reports of breached safety or other procedures that may have adversely affect patient outcomes.	A rating or "Fully Successfully or "Exceptional" must be attain on the Peer Review NAO Provider Exit Profile Form.	Direct observation, 100% inspection and an analysis of contractor's progress reports.	Payment of contract price for satisfactory service.  Favorable CPAR report
	B	Compliance	No reprimands or disciplinary actions or violations of published Policies; Procedures; Standards of Care or Hospital Protocols	No reprimands or disciplinary actions	Periodic inspection, 100% inspection and an analysis of contractor's progress reports	Payment of contract price for satisfactory service.  Favorable CPAR report
	C	Culturally Sensitivity	Contractors were compassionate culturally sensitive	A rating or "Fully Successful" or "Exceptional" must be attain on the Peer Review NAO Provider Exit Profile Form.	Direct observation, 100% inspection and an analysis of contractor's progress reports.	Payment of contract price for satisfactory service.  Favorable CPAR report
	D	Documentation	Contractors completed require documentation in clear and legible form in a timely manner. (Element 6)	A rating or "Fully Successful" or "Exceptional" must be attain on the Peer Review NAO Provider Exit Profile Form.	Periodic inspection, 100% inspection and an analysis of contractor's progress reports	Payment of contract price for satisfactory service.  Favorable CPAR report
	E	Professionalism	Contractors presented in professional appearance demonstrated exceptional ethical conduct with effective communication, and exhibited exemplary attitude by being flexible and being adaptable. (Element 4, Element 5 & Element 8)	A rating or "Fully Successful" or "Exceptional" must be attain on the Peer Review NAO Provider Exit Profile Form.	Direct observation, 100% inspection and an analysis of contractor's progress reports.	Payment of contract price for satisfactory service.  Favorable CPAR report

## **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**



#### 4. METHODS OF QUALITY ASSURANCE SURVEILLANCE

In an effort to minimize the performance management burden, simplified surveillance methods shall be exercised by the government to evaluate contractor performance when appropriate. Various methods exist to monitor performance. The COR shall use the surveillance methods listed below in the administration of this QASP that shall be captured from the NAO Peer Review Form.

<u>DIRECT OBSERVATION</u> <ul style="list-style-type: none"><li>• Observation can be performed periodically or through 100% surveillance.</li></ul>	SCN of Department	a - Patient Care c- Culturally Sensitivity e - Professionalism
<u>PERIODIC INSPECTION</u> <ul style="list-style-type: none"><li>• Evaluate outcomes or chart reviews on a periodic basis - Inspections may be scheduled as required.</li></ul>	SCN of Department Assistant CNE CNE	b- Compliance d - Documentation
<u>100% INSPECTION</u> <ul style="list-style-type: none"><li>• Evaluates all outcomes from the Peer Review NAO Provider Exit Profile.</li></ul>	COR	a - Patient Care b- Compliance c - Culturally Sensitivity d - Documentation e - Professionalism
<u>Analysis of Contractor's Progress Reports</u> <ul style="list-style-type: none"><li>• Compile data from the Peer Review CSU Provider Exit Profile.</li></ul>	SCN of Department ACNE CNE COR	a - Patient Care b- Compliance c - Culturally Sensitivity d -

#### 5. RATING ELEMENTS

Metrics and methods are designed to determine if performance exceeds, meets, or does not meet a given standard and acceptable quality level. A rating scale shall be used to determine a positive, neutral, or negative outcome. The following rating elements are derived from the NAO Peer Review Form.

Indicator Ratings	Points Assigned
Level 4: Exceptional (E)	4.00
Level 3: Fully Successful (FS)	3.00
Level 2: Minimally Successful (MS)	2.00
Level 1: Unacceptable (U)	1.00

#### 6. QUALITY ASSURANCE DOCUMENTATION

##### THE PERFORMANCE MANAGEMENT FEEDBACK LOOP

The performance management feedback loop begins with the communication of expected outcomes. The performance standards are expressed in the PWS and provided in Item No. 3, page two (2) of the QASP.

##### MONITORING FORMS

The government's quality assurance surveillance, accomplished by the COR, will be reported using the monitoring form in **ATTACHMENT 1** (Page 5-7). The form, when completed, will document the government's assessment of the contractor's performance under the contract to ensure that the required results of Exceptional or Fully Successful ratings are being achieved. The COR will retain a copy of all completed QA surveillance forms.

## **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

#### 7. DOCUMENTING PERFORMANCE

##### DOCUMENTING ACCEPTABLE PERFORMANCE

The government shall document positive performance. Any report may become a part of the supporting documentation for any contractual action.

#### DOCUMENTING UNACCEPTABLE PERFORMANCE

When unacceptable performance occurs, Key Government Personnel and the COR shall inform the CO. The CO will notify the Contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the COR shall document the discussion and place it in the COR file.

If formal written communication is required, the CO shall prepare a cure notice, and present it to the Contractor. The contractor shall acknowledge receipt of the cure notice in writing. The cure notice will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The cure notice will also state how long after receipt the contractor has to present this corrective action plan to the CO. The Government shall review the contractor's corrective action plan to determine acceptability.

Any cure notice may become a part of the supporting documentation for any contractual action deemed necessary by the CO.

#### 8. INCENTIVES

Incentives shall be based on exceeding, meeting, or not meeting performance standards.

##### NEGATIVE

- a. No payment for incomplete work
- b. An unfavorable contractor performance on 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.

##### POSTIVE

- a. The Government shall use payment of contract price for satisfactory service as an incentive
- b. A favorable contractor performance on 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.

## **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

### ATTACHMENT 1

#### QUALITY ASSURANCE MONITORING FORM

The information collected on this form is derived from the Peer Review Exit Profile Form to determine the overall performance of the contractor in meeting the requirements of the contract. The completed Peer Review Exit Profile form is a confidential and peer review document. The completed form will not be shared or disclosed as it is afforded under 25 USC Sec § 1675.

The resultant overall point values, ratings, and performance checks of the Quality Assurance Monitoring Form will be reported onto the Contractor's Performance Assessment Report (CPAR). The following information will be disclosed to the contractor:

1. Conversion of Indicators to Summary Ratings
  - a. Average Score
2. Analysis of Results
  - a. Contractor's Performance Measurement Rate
  - b. Contractor's Performance
    - i. Meets Requirements
    - ii. Does Not Meet Requirements

PURCHASE ORDER INFORMATION			
Contractor's Name (Last, First, Initial)			
Specialty:			
Vendor Name:			
Purchase Order Number:			
Appraisal Period:	From:		To: <span style="border: 1px solid black; padding: 0 20px;"></span>

MEASURED INDICATORS RATINGS
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The following guidance will be followed in determining an overall summary rating:

A rating will be ascribed to each indicator. This rating is derived from Peer Review for NAO Nursing Contractors to which the contractor's performance meets the standard defined in Section 11 of the Performance Work Statement.

The rating level definitions will be assigned a numerical score as follows:

Indicator Ratings	Points Assigned
Level 4: Exceptional (E)	4.00
Level 3: Fully Successful (FS)	3.00
Level 2: Minimally Successful (MS)	2.00
Level 1: Unacceptable (U)	1.00

## **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

MEASURED INDICATORS	
INDICATOR:	PATIENT CARE

STANDARD:	Contractors provided fully successful or excellent patient care. No reports of breached safety or other procedures that may have adversely affect patient outcomes.		
RATING:	I   E (4)	I   FS(3)	I   MS (2) I   U(1)
SURVEILLANCE METHOD (Check):	I   DIRECT INSPECTION I   100% INSPECTION I   PERIODIC INSPECTION I   ANALYSISI of CONTRACTOR’S PROGRESS REPORTS		
LEVEL OF SURVEILLANCE (Check):	I   SEMI-ANNUALLY I   ANNUALLY I   AS NEEDED		
INDICATOR: COMPLIANCE			
STANDARD:	No reprimands or disciplinary actions or violations of published Policies; Procedures; Standards of Care or Hospital Protocols.		
RATING:	I   E (4)	I   FS(3)	I   MS (2) I   U(1)
SURVEILLANCE METHOD (Check):	I   DIRECT INSPECTION I   100% INSPECTION I   PERIODIC INSPECTION I   ANALYSISI of CONTRACTOR’S PROGRESS REPORTS		
LEVEL OF SURVEILLANCE (Check):	I   SEMI-ANNUALLY I   ANNUALLY I   AS NEEDED		
INDICATOR: CULTURALLY SENSITIVITY			
STANDARD:	Contractors were compassionate and culturally sensitive (Element 2)		
RATING:	I   E (4)	I   FS(3)	I   MS (2) I   U(1)
SURVEILLANCE METHOD (Check):	I   DIRECT INSPECTION I   100% INSPECTION I   PERIODIC INSPECTION I   ANALYSISI of CONTRACTOR’S PROGRESS REPORTS		
LEVEL OF SURVEILLANCE (Check):	I   SEMI-ANNUALLY I   ANNUALLY I   AS NEEDED		
INDICATOR: DOCUMENTATION			
STANDARD:	Contractors completed require documentation in clear and legible form in a timely manner.		
RATING:	I   E (4)	I   FS(3)	I   MS (2) I   U(1)
SURVEILLANCE METHOD (Check):	I   DIRECT INSPECTION I   100% INSPECTION I   PERIODIC INSPECTION I   ANALYSISI of CONTRACTOR’S PROGRESS REPORTS		
LEVEL OF SURVEILLANCE (Check):	I   SEMI-ANNUALLY I   ANNUALLY I   AS NEEDED		
INDICATOR: PROFESSIONALISM			
STANDARD:	Contractors presented in professional appearance, demonstrated exceptional ethical conduct with effective communication, and exhibited exemplary attitude by being flexible and being adaptable		
RATING:	I   E (4)	I   FS(3)	I   MS (2) I   U(1)
SURVEILLANCE METHOD (Check):	I   DIRECT INSPECTION I   100% INSPECTION I   PERIODIC INSPECTION I   ANALYSISI of CONTRACTOR’S PROGRESS REPORTS		
LEVEL OF SURVEILLANCE (Check):	I   SEMI-ANNUALLY I   ANNUALLY I   AS NEEDED		

# **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

QUALITY ASSURANCE MONITORING FORM

PAGE 3 OF 3

## CONVERSION OF INDICATORS TO SUMMARY RATINGS

This form **MUST** be completed by the Contracting Officer's Representative (COR)

After rating and assigning a score to each indicator, the COR will total the points and divide that by the number of indicators to arrive at an average score (up to two decimal places). This score will be converted to a summary rating based on the following point values:

Total Point Value:		Divide by the Number of Indicators:		= Average Score:	
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Average score will be calculated up to 2 (two) decimal places. This numerical score will then be converted to a summary rating as follows:

Indicator Ratings	Points Assigned
Level 4: Achieved Exceptional Results (E)	3.50 to 4.00
Level 3: Achieved Fully Successful Results (FS)	2.60 to 3.49
Level 2: Achieved Minimally Successful Results (MS)	2.00 to 2.59
Level 1: Achieved Unacceptable Results (U)	1.00 to 1.99

Analysis of Results	
Contractor's Performance Measurement Average Score:	
Contractor's Performance Measurement Rate:	%

Indicator Ratings	Points Assigned	Contractor's Performance Check
Level 4: Achieved Exceptional Results (E)	3.50 to 4.00	Meets Requirements
Level 3: Achieved Fully Successful Results (FS)	2.60 to 3.49	Meets Requirements
Level 2: Achieved Minimally Successful Results (MS)	2.00 to 2.59	Does Not Meet Requirements
Level 1: Achieved Unacceptable Results (U)	1.00 to 1.99	Does Not Meet Requirements

Contractor's Performance (Check)	<input type="checkbox"/> Meets Requirements	<input type="checkbox"/> Does Not Meet Requirements
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COR's Narrative of Performance during Appraisal Period (Optional):

VALIDATION
<input type="checkbox"/> This form is hereby validated by the COR and signed indicating the contractor meets the requirements of the contract.
<input type="checkbox"/> This form is hereby validated by the COR and signed indicating the contractor does not meet the requirements of the contract.
COR Signature: _____ Date: _____

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-5445 Revision No.: 19 Date Of Last Revision: 12/27/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: New Mexico

Area: New Mexico County of San Juan

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.38***
01012 - Accounting Clerk II		16.14***
01013 - Accounting Clerk III		18.06
01020 - Administrative Assistant		27.69
01035 - Court Reporter		18.61
01041 - Customer Service Representative I		12.70***
01042 - Customer Service Representative II		13.93***
01043 - Customer Service Representative III		15.55***
01051 - Data Entry Operator I		13.34***
01052 - Data Entry Operator II		14.56***
01060 - Dispatcher, Motor Vehicle		22.78
01070 - Document Preparation Clerk		14.56***
01090 - Duplicating Machine Operator		14.56***
01111 - General Clerk I		12.70***
01112 - General Clerk II		13.86***
01113 - General Clerk III		15.55***

01120 - Housing Referral Assistant	20.38
01141 - Messenger Courier	11.87***
01191 - Order Clerk I	13.34***
01192 - Order Clerk II	14.56***
01261 - Personnel Assistant (Employment) I	16.35
01262 - Personnel Assistant (Employment) II	18.28
01263 - Personnel Assistant (Employment) III	20.38
01270 - Production Control Clerk	24.76
01290 - Rental Clerk	16.37
01300 - Scheduler, Maintenance	16.35
01311 - Secretary I	16.35
01312 - Secretary II	18.28
01313 - Secretary III	20.38
01320 - Service Order Dispatcher	20.61
01410 - Supply Technician	27.69
01420 - Survey Worker	17.53
01460 - Switchboard Operator/Receptionist	13.89***
01531 - Travel Clerk I	13.33***
01532 - Travel Clerk II	14.25***
01533 - Travel Clerk III	15.23***
01611 - Word Processor I	14.56***
01612 - Word Processor II	16.35
01613 - Word Processor III	18.28
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.26
05010 - Automotive Electrician	18.49
05040 - Automotive Glass Installer	17.23
05070 - Automotive Worker	17.23
05110 - Mobile Equipment Servicer	14.76***
05130 - Motor Equipment Metal Mechanic	19.71
05160 - Motor Equipment Metal Worker	17.23
05190 - Motor Vehicle Mechanic	19.71
05220 - Motor Vehicle Mechanic Helper	13.62***
05250 - Motor Vehicle Upholstery Worker	15.99***
05280 - Motor Vehicle Wrecker	17.23
05310 - Painter, Automotive	18.49
05340 - Radiator Repair Specialist	17.23
05370 - Tire Repairer	13.76***
05400 - Transmission Repair Specialist	19.71
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.95***
07041 - Cook I	12.20***
07042 - Cook II	14.24***
07070 - Dishwasher	11.17***
07130 - Food Service Worker	10.96***
07210 - Meat Cutter	16.07***
07260 - Waiter/Waitress	10.39***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	23.60
09040 - Furniture Handler	15.84***
09080 - Furniture Refinisher	23.60
09090 - Furniture Refinisher Helper	18.48
09110 - Furniture Repairer, Minor	21.88
09130 - Upholsterer	23.60
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.00***
11060 - Elevator Operator	13.36***
11090 - Gardener	17.71
11122 - Housekeeping Aide	13.36***
11150 - Janitor	13.36***
11210 - Laborer, Grounds Maintenance	13.56***
11240 - Maid or Houseman	10.96***
11260 - Pruner	12.95***
11270 - Tractor Operator	16.21
11330 - Trail Maintenance Worker	13.56***

11360 - Window Cleaner	14.00***
12000 - Health Occupations	
12010 - Ambulance Driver	19.28
12011 - Breath Alcohol Technician	25.09
12012 - Certified Occupational Therapist Assistant	34.42
12015 - Certified Physical Therapist Assistant	24.06
12020 - Dental Assistant	18.20
12025 - Dental Hygienist	40.93
12030 - EKG Technician	38.03
12035 - Electroneurodiagnostic Technologist	38.03
12040 - Emergency Medical Technician	19.28
12071 - Licensed Practical Nurse I	22.43
12072 - Licensed Practical Nurse II	25.09
12073 - Licensed Practical Nurse III	27.97
12100 - Medical Assistant	15.29***
12130 - Medical Laboratory Technician	22.62
12160 - Medical Record Clerk	17.45
12190 - Medical Record Technician	19.52
12195 - Medical Transcriptionist	22.43
12210 - Nuclear Medicine Technologist	55.15
12221 - Nursing Assistant I	12.20***
12222 - Nursing Assistant II	13.71***
12223 - Nursing Assistant III	14.96***
12224 - Nursing Assistant IV	16.80
12235 - Optical Dispenser	19.02
12236 - Optical Technician	22.43
12250 - Pharmacy Technician	19.00
12280 - Phlebotomist	18.53
12305 - Radiologic Technologist	36.66
12311 - Registered Nurse I	25.39
12312 - Registered Nurse II	31.06
12313 - Registered Nurse II, Specialist	31.06
12314 - Registered Nurse III	37.58
12315 - Registered Nurse III, Anesthetist	37.58
12316 - Registered Nurse IV	45.04
12317 - Scheduler (Drug and Alcohol Testing)	31.09
12320 - Substance Abuse Treatment Counselor	25.13
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	23.25
13012 - Exhibits Specialist II	28.79
13013 - Exhibits Specialist III	35.22
13041 - Illustrator I	23.25
13042 - Illustrator II	28.79
13043 - Illustrator III	33.72
13047 - Librarian	31.89
13050 - Library Aide/Clerk	11.02***
13054 - Library Information Technology Systems Administrator	28.79
13058 - Library Technician	15.19***
13061 - Media Specialist I	20.77
13062 - Media Specialist II	23.25
13063 - Media Specialist III	25.91
13071 - Photographer I	20.77
13072 - Photographer II	23.25
13073 - Photographer III	28.79
13074 - Photographer IV	35.22
13075 - Photographer V	42.62
13090 - Technical Order Library Clerk	19.04
13110 - Video Teleconference Technician	20.77
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.13
14042 - Computer Operator II	20.28
14043 - Computer Operator III	23.13
14044 - Computer Operator IV	25.73
14045 - Computer Operator V	29.45



14071 - Computer Programmer I	(see 1)	22.41
14072 - Computer Programmer II	(see 1)	26.14
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.13
14160 - Personal Computer Support Technician		26.04
14170 - System Support Specialist		29.48
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.25
15020 - Aircrew Training Devices Instructor (Rated)		36.59
15030 - Air Crew Training Devices Instructor (Pilot)		43.87
15050 - Computer Based Training Specialist / Instructor		30.25
15060 - Educational Technologist		35.11
15070 - Flight Instructor (Pilot)		43.87
15080 - Graphic Artist		31.12
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		43.87
15086 - Maintenance Test Pilot, Rotary Wing		43.87
15088 - Non-Maintenance Test/Co-Pilot		43.87
15090 - Technical Instructor		24.77
15095 - Technical Instructor/Course Developer		31.12
15110 - Test Proctor		19.98
15120 - Tutor		19.98
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		12.58***
16030 - Counter Attendant		12.58***
16040 - Dry Cleaner		14.38***
16070 - Finisher, Flatwork, Machine		12.58***
16090 - Presser, Hand		12.58***
16110 - Presser, Machine, Drycleaning		12.58***
16130 - Presser, Machine, Shirts		12.58***
16160 - Presser, Machine, Wearing Apparel, Laundry		12.58***
16190 - Sewing Machine Operator		14.98***
16220 - Tailor		15.58***
16250 - Washer, Machine		13.18***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		25.83
19040 - Tool And Die Maker		32.42
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.21***
21030 - Material Coordinator		24.76
21040 - Material Expediter		24.76
21050 - Material Handling Laborer		14.28***
21071 - Order Filler		13.63***
21080 - Production Line Worker (Food Processing)		14.21***
21110 - Shipping Packer		16.43
21130 - Shipping/Receiving Clerk		16.43
21140 - Store Worker I		16.15***
21150 - Stock Clerk		18.61
21210 - Tools And Parts Attendant		14.21***
21410 - Warehouse Specialist		14.21***
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.86
23019 - Aircraft Logs and Records Technician		22.33
23021 - Aircraft Mechanic I		27.53
23022 - Aircraft Mechanic II		28.86
23023 - Aircraft Mechanic III		30.62
23040 - Aircraft Mechanic Helper		18.87
23050 - Aircraft, Painter		25.83
23060 - Aircraft Servicer		22.33
23070 - Aircraft Survival Flight Equipment Technician		25.83
23080 - Aircraft Worker		24.07
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		24.07

I	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	27.53
II	
23110 - Appliance Mechanic	23.68
23120 - Bicycle Repairer	20.08
23125 - Cable Splicer	30.28
23130 - Carpenter, Maintenance	22.35
23140 - Carpet Layer	24.07
23160 - Electrician, Maintenance	30.65
23181 - Electronics Technician Maintenance I	27.72
23182 - Electronics Technician Maintenance II	29.75
23183 - Electronics Technician Maintenance III	31.71
23260 - Fabric Worker	22.33
23290 - Fire Alarm System Mechanic	27.53
23310 - Fire Extinguisher Repairer	20.61
23311 - Fuel Distribution System Mechanic	29.72
23312 - Fuel Distribution System Operator	22.25
23370 - General Maintenance Worker	18.01
23380 - Ground Support Equipment Mechanic	27.53
23381 - Ground Support Equipment Servicer	22.33
23382 - Ground Support Equipment Worker	24.07
23391 - Gunsmith I	20.61
23392 - Gunsmith II	24.07
23393 - Gunsmith III	27.53
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.47
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	21.46
23430 - Heavy Equipment Mechanic	31.37
23440 - Heavy Equipment Operator	25.27
23460 - Instrument Mechanic	28.18
23465 - Laboratory/Shelter Mechanic	25.83
23470 - Laborer	14.28***
23510 - Locksmith	25.83
23530 - Machinery Maintenance Mechanic	29.64
23550 - Machinist, Maintenance	28.24
23580 - Maintenance Trades Helper	17.75
23591 - Metrology Technician I	28.18
23592 - Metrology Technician II	29.56
23593 - Metrology Technician III	31.35
23640 - Millwright	27.53
23710 - Office Appliance Repairer	25.83
23760 - Painter, Maintenance	20.20
23790 - Pipefitter, Maintenance	23.24
23810 - Plumber, Maintenance	21.80
23820 - Pneudraulic Systems Mechanic	27.53
23850 - Rigger	27.53
23870 - Scale Mechanic	24.07
23890 - Sheet-Metal Worker, Maintenance	26.82
23910 - Small Engine Mechanic	24.07
23931 - Telecommunications Mechanic I	31.00
23932 - Telecommunications Mechanic II	32.52
23950 - Telephone Lineman	27.53
23960 - Welder, Combination, Maintenance	29.62
23965 - Well Driller	27.53
23970 - Woodcraft Worker	27.53
23980 - Woodworker	20.61
24000 - Personal Needs Occupations	
24550 - Case Manager	17.78
24570 - Child Care Attendant	10.92***
24580 - Child Care Center Clerk	14.77***
24610 - Chore Aide	10.90***
24620 - Family Readiness And Support Services Coordinator	17.78
24630 - Homemaker	17.78

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.53
25040 - Sewage Plant Operator	22.42
25070 - Stationary Engineer	27.53
25190 - Ventilation Equipment Tender	18.87
25210 - Water Treatment Plant Operator	22.42
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.22
27007 - Baggage Inspector	15.40***
27008 - Corrections Officer	17.39
27010 - Court Security Officer	17.39
27030 - Detection Dog Handler	17.22
27040 - Detention Officer	17.39
27070 - Firefighter	17.39
27101 - Guard I	15.40***
27102 - Guard II	17.22
27131 - Police Officer I	24.54
27132 - Police Officer II	27.26
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.15***
28042 - Carnival Equipment Repairer	15.46***
28043 - Carnival Worker	10.96***
28210 - Gate Attendant/Gate Tender	13.59***
28310 - Lifeguard	11.97***
28350 - Park Attendant (Aide)	15.21***
28510 - Recreation Aide/Health Facility Attendant	11.10***
28515 - Recreation Specialist	18.62
28630 - Sports Official	12.11***
28690 - Swimming Pool Operator	25.22
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.10
29020 - Hatch Tender	27.10
29030 - Line Handler	27.10
29041 - Stevedore I	25.16
29042 - Stevedore II	29.08
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.26
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	17.39
30022 - Archeological Technician II	19.50
30023 - Archeological Technician III	23.87
30030 - Cartographic Technician	24.17
30040 - Civil Engineering Technician	24.42
30051 - Cryogenic Technician I	24.49
30052 - Cryogenic Technician II	27.05
30061 - Drafter/CAD Operator I	17.39
30062 - Drafter/CAD Operator II	19.50
30063 - Drafter/CAD Operator III	21.75
30064 - Drafter/CAD Operator IV	25.91
30081 - Engineering Technician I	15.18***
30082 - Engineering Technician II	17.03
30083 - Engineering Technician III	19.05
30084 - Engineering Technician IV	23.61
30085 - Engineering Technician V	28.88
30086 - Engineering Technician VI	34.94
30090 - Environmental Technician	22.11
30095 - Evidence Control Specialist	22.11
30210 - Laboratory Technician	22.61
30221 - Latent Fingerprint Technician I	24.49
30222 - Latent Fingerprint Technician II	27.05
30240 - Mathematical Technician	24.17
30361 - Paralegal/Legal Assistant I	19.04
30362 - Paralegal/Legal Assistant II	23.58
30363 - Paralegal/Legal Assistant III	28.86

30364 - Paralegal/Legal Assistant IV	34.91
30375 - Petroleum Supply Specialist	27.05
30390 - Photo-Optics Technician	24.17
30395 - Radiation Control Technician	27.05
30461 - Technical Writer I	22.11
30462 - Technical Writer II	27.05
30463 - Technical Writer III	32.72
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	25.91
30502 - Weather Forecaster II	31.51
30620 - Weather Observer, Combined Upper Air Or	(see 2) 21.75
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 24.17
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	14.09***
31030 - Bus Driver	20.41
31043 - Driver Courier	16.35
31260 - Parking and Lot Attendant	13.44***
31290 - Shuttle Bus Driver	16.73
31310 - Taxi Driver	12.99***
31361 - Truckdriver, Light	17.86
31362 - Truckdriver, Medium	19.35
31363 - Truckdriver, Heavy	23.13
31364 - Truckdriver, Tractor-Trailer	23.13
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	11.01***
99050 - Desk Clerk	11.13***
99095 - Embalmer	26.22
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	20.62
99252 - Laboratory Animal Caretaker II	22.53
99260 - Marketing Analyst	24.85
99310 - Mortician	26.22
99410 - Pest Controller	24.41
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	17.77
99711 - Recycling Specialist	20.62
99730 - Refuse Collector	16.96
99810 - Sales Clerk	13.19***
99820 - School Crossing Guard	16.96
99830 - Survey Party Chief	26.16
99831 - Surveying Aide	23.81
99832 - Surveying Technician	24.01
99840 - Vending Machine Attendant	20.62
99841 - Vending Machine Repairer	25.86
99842 - Vending Machine Repairer Helper	18.62

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and

related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."