

**Gallup Indian Medical Center
Performance Work Statement (PWS)
for Non-Personal Services**

Orthopedic Physician Services

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1.0 General: This performance work statement describes the requirements for non-personal service Orthopedic Physician services to support the mission of the Indian Health Service (IHS), Gallup Service Unit.

1.1 Background: IHS is an agency within the U.S. Department of Health and Human Services and is responsible for providing federal health services to American Indians and Alaska Natives. The provision of health services to members of federally recognized tribes grew out of the special government to government relationship between the federal government and Indian tribes. The IHS is the principal federal health care provider and health advocate for the Indian people. The goal is to assure that comprehensive, culturally acceptable personal and public health services are available and accessible to American Indians and Alaska Natives. The IHS currently provides health services to approximately 2.0 million American Indians and Alaska Natives who belong to more than 557 federally recognized tribes in 34 states.

There is a nationwide shortage of medical providers in certain specialties 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.

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

1.1.2 Gallup Indian Medical Center is a 78-bed hospital in Gallup, New Mexico, on the border of the Navajo Reservation. Clinical specialties at GIMC include Internal Medicine, Cardiology, Anesthesia, OB/GYN, General Surgery, Orthopedics, Ophthalmology, ENT, Radiology, Pathology, Pediatrics, Psychiatry, Emergency Medicine, and Urology. The workload at Gallup is one of the largest in the Indian Health Service with 310,000 outpatient encounters and 4,400 inpatient admissions annually. GIMC has the largest staff of all Navajo Area IHS facilities.

1.2 Scope: The Contractor shall provide Orthopedic Physician Services in accordance with section 5.0, performance based requirements and position description.

1.2.1 Duties and responsibilities may encompass outpatient and inpatient services to IHS patients.

1.2.2 Place of Performance: Services are to be performed at hospitals, clinics and other healthcare facilities of the Navajo Area Indian Health Service within the Gallup Service Unit.

1.2.3 Period of Performance: Will be flexible to allow for short term (less than one week), long term (1-year to 3-year) and, where feasible, include intermittent support to meet unplanned needs that develop on a frequent basis.

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

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

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

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

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

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

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

1.3.7 Privacy Act of 1974.
<http://www.justice.gov/opcl/privacyact1974.htm>

1.3.8 Revised American Nurses Association Code of Ethics and Standards of Practice and Care (1996) <http://www.nursingworld.org>

1.3.9 State Nurse Practice Act for the Contractor's licensing state.
<http://www.medi-smart.com/>

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

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

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

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

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

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

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

2.8 Contractor Performance Assessment Report (CPAR): 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 Contractor's 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 Government Vehicle:** An IHS owned motor vehicle or a vehicle leased by IHS through agreements with the General Services Administration (GSA) or through commercial rental agreements.
- 2.16 Health Center:** A facility physically separated from a hospital, with a full range of ambulatory services including at least primary care providers, nursing, laboratory, and x-ray which are available at least 40 hours a week for outpatient care.
- 2.17 Ordering Activity:** An authorized user of IHS that may issue a task order to obtain required services under this contract.
- 2.18 Ordering Activity Contracting Officer:** A Government employee 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.
- 2.19 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.
- 2.20 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.

- 2.21 Patient Outcome:** End result of medical and surgical care.
- 2.22 Performance based Matrix:** Lists the services to be monitored and the standards to be applied.
- 2.23 Personal Protective Equipment (PPE):** The equipment used to protect medical personnel from exposure to biological, chemical, and radioactive hazards.
- 2.24 Service Unit:** The local administrative unit of IHS.
- 2.25 Standards of Practice and Standards of Care:** Authoritative statements by which the medical profession describes the responsibilities for which its practitioners are accountable. The standards provide direction for professional medical practice and a framework for the evaluation of practice. The standards of professional medical practice may pertain to general or specialty practice.
- 2.26 Task Order:** An order issued in accordance with the terms of the contract that details an ordering activity's specific requirements. An ordering activities written order to obtain services, at a minimum will include the following where applicable: description of services, skill categories, hours, price, period of performance, contract number, and the ordering activities task order number.
- 2.27 Tour of Duty:** The time of day the provider is scheduled to perform medical care; 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 nights, weekends and holidays.
- 2.28 Valid Patient Complaint:** Justifiable accusation made by a patient and supported by investigation.
- 2.29 Verifiable Emergency:** An unexpected/unplanned absence by the contractor requiring valid documentation to confirm the occurrence.

3.0 Government Furnished Information, Property and Services

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

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

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

3.3 Contractor Exclusive Use:

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

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

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

4.0 Contractor Furnished Property

4.1 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:

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

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

Government reserves the right to prohibit the use of any materials, supplies, or equipment.

5.0 Performance-Based Requirements. The Contractor shall provide Orthopedic Physician Services in the delivery of patient care to the Indian Health Service. Specific tasks include the following:

5.1 Physician Duties:

5.1.1 The Contractor shall perform orthopedic duties and manage patient's needs as directed by Chief of Orthopedics.

5.1.2 The contractor will provide inpatient and outpatient orthopedic services, medical and surgical, within the Orthopedic Clinic, wards and operating rooms at Gallup Indian Medical Center (GIMC), and other clinical settings as may be required for consultation from time to time. The contractor will provide consultative services by request from clinics at GIMC and from other I.H.S. service units in the area.

5.1.3 The contractor will admit patients to the inpatient units, as necessary for their appropriate treatment. Some patients will require co-management in conjunction with other services at GIMC such as Internal Medicine, Family Medicine, or General Surgery.

5.1.4 The contractor will be working a variable schedule, arranged in advance (usually a minimum of two weeks) and approved by the Chief of Orthopedic Surgery Department. The anticipated schedule calls for a five-day regular work week with a mixture of time assigned between clinic and the operating room (usually about 60/40% ratio of clinic/OR). After-hours rounds or "Call" will assigned on a rotating basis with other available staff on a schedule determined by the Chief, Orthopedic surgery department. This will involve weekend and regular weekdays.

5.1.5 Attending outpatient clinic sessions, evaluating patient complaints, making diagnoses, designing treatment plans, educating the patient and family about their condition and initiating care. The patients will present with a variety of musculoskeletal conditions from all age groups.

5.1.6 Preparing prescriptions accurately following Federal and U.S. Public Health Service laws and policies. Contractor agrees to assure appropriateness of drug therapy. The orthopedic surgeon will assure that drug therapy is safe, efficacious, and cost effective. Standards of care developed or adopted by the professional staff of the facility shall be the criteria for appropriateness of drug therapy. The orthopedic surgeon shall screen the patient health record to avoid inappropriate drug interactions and monitor patients for the appropriateness of therapy.

5.1.7 Contractor will keep the supervisor (or designee) informed of general time of arrival and departure each day, keeping a log for each visit and submitting the hours worked as a voucher for processing payments. Contractor will only be paid for hours worked with exception that 2 hours will be the minimum time billed when the contractor is called to come into the facility to see a patient during an on-call time, even if the actual time spent is less.

5.1.8 All medical records are to be completed at the end of each work session. The contractor will be reviewed via the routine performance assessment system, the performance improvement program, and the surgical performance improvement program.

5.2 Work Schedule:

5.2.1 Chief of Orthopedics or designee shall determine specific tour of duty. The contractor shall work 100% of the contracted hours and shall be paid for hours worked.

5.2.2 Work Flexibility. As directed by the Chief of Orthopedics or designee, the Contractor shall provide call support as needed to support patient care.

5.2.3 The Contractor shall obtain approval of the Chief of Orthopedics or designee prior to any absence from work. If the length of the absence exceeds eight (8) work hours the Contractor shall request approval at least fifteen (15) days, (the exception is verifiable emergencies) in advance of the desired absence.

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

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

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

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

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

5.3.1 The Government reserves the right to remove from the facility any Contractor employee failing to abide with the Federal Code of Conduct.

5.3.2 Contractor agrees to abide by all protocols, patient confidentiality, and record keeping consistent with HIPAA and Privacy Act regulations.

5.3.3 Contractor agrees to participate in the GIMC Orthopedic Surgery Department peer review system and to make practice modifications and recommendations.

5.3.4 Contractor agrees to participate in the GIMC performance Improvement program within the scope of clinic activity. This includes working with the Discharge Planner to help facilitate timely accommodation of patient needs and prompt dispositions.

5.3.5 Contractor agrees to maintain patient records in the Problem Oriented Medical Record format utilizing the record keeping system provided which primarily is HER, except for designated summaries that are dictated. Inpatient records require close attention to documentation policies for frequency and content on notes, dictated summaries, abbreviation use, and timeliness of processing. All hand written orders or notes must be legible. Signatures in all places should be clarified with a printed or stamped name beneath the scripted entry in accordance with GIMC and Orthopedic Surgery Department policies.

5.3.6 Contractor will consult with other orthopedic surgeons, or physicians from other medical disciplines, whenever necessary to more clearly define a patient's problem, and seek assistance to safely provide the necessary medical and/or surgical interventions

5.3.7 The clinic personnel will manage the contractor's clinic schedule. The contractor is required to keep the clinic staff well-informed about any expected absence that could affect patient scheduling. Every effort must be made to alert the clinic staff in advance if patients are told to come to the clinic at times other than the assigned clinic schedule. Patients will not be told to come to see other providers unless that provider has agreed in advance.

5.3.8 The Contractor will carefully prepare for surgical cases by notifying the operating room personnel of any special equipment or supply need. All special orders or requests must be handled or coordinated with the personnel in the Operating Room. (Under no circumstance should the contractor make arrangements directly with an equipment vendor since this will bypass the authorized procurement procedures, an act that violates Federal law.) The contractor should ask to inspect any unfamiliar equipment in advance. Use of templates and measurements is highly advised to ascertain in advance whether or not necessary implants are available before surgery.

5.3.9 All personnel within the Orthopedic Surgery Department are required to maintain an appropriate professional demeanor in the presence of patients and each other. Harmony and good communication between the staff is necessary to maintain the best patient care environment and all staff members are expected to contribute to a positive work environment. Violent language, profanity, and any threatening behaviors are specifically prohibited. Every effort must be made to treat all patients and their family members with dignity, being mindful of culture differences that may require adaptation from some routine processes.

5.3.10 Contractor will be covered under the Federal Tort Claims Act during the delivery of health care services in a facility owned, operated or constructed under the jurisdiction of the Indian Health Services.

5.3.11 Contractor is subject to character investigation as required by Public Law 101-630, the Indian Health Child Protection and Family Violence Prevention Act prior to performance of the contractor.

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-based Matrix of section 10.0.

5.4.2 Substantiated reports written by any customer dealing with patient safety, infection control, inappropriate behavior or any procedures 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 HIPAA standards, Privacy Act, and IHS Service Unit and/or Health Center specific policies and protocols.

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

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

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

5.7 IHS Information Technology Systems:

5.7.1 In performance of this contract, the Contractor shall adapt to and successfully utilize IHS information technology systems that are deemed by the Supervisor as necessary for acceptable contractor performance, including use of the Electronic Health Record (EHR).

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 Contractor Qualification Requirements:

6.1 Experience. The Contractor shall have a minimum of thirty-six (36) months of physician experience, and a minimum of twelve (12) in their specialty unless otherwise approved by the Contracting Officer. Documentation of residency training shall be provided.

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

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

6.3 Certifications. Current Basic Life Support (BLS) and Advance Cardiac Life Support (ACLS) is mandatory for all specialties.

6.4 Health Requirements/Conditions of Employment:

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

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

- Immunity to Rubella, Mumps, Measles
- Immunity to Hepatitis B series

- History of chicken pox (varicella) disease or positive titer
- Tdap vaccine required
- 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.
- Current Influenza vaccination

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

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

6.7 Orientation. All providers providing service under this contract shall attend mandatory orientations and training specified by the government.

6.8 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.

7.0 Federal Tort Claims Act (28 USC 1346 (B), 1946): Federal Tort Claim Act coverage for medical related claim is extended to personal service contractors only when an incident of negligence is alleged to have occurred during the delivery of services by a contracted health care provider in a facility owned, operated, or constructed under the jurisdiction of the Indian Health Service. The services provided must have been within the scope of the personal services contract.

8.0 Challenges to Conflicts: For any inconsistency between Chief of Orthopedics, this Performance Work Statement, attachments and exhibits, the following order of precedence will apply:

- (a) First Priority: Chief of Orthopedic' s directions
- (b) Second Priority: Position Description (attached)
- (c) Third Priority: Performance Work Statement Narrative

9.0 Termination for Convenience of the Government (Services) (Short Form) (Apr 1984): The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

9.1 Any Contractor employee demonstrating impaired judgment shall not be allowed to continue working on the contract. The Government reserves the right to remove from the facility any Contractor employee who in the judgment of a licensed healthcare practitioner is impaired.

10.0 Performance – based Matrix				
Performance-based Task	Indicator	Standard	Quality Assurance	Incentives
State the end results or outputs that you, the customer will formally accept or reject.	For the requirement, state the feature(s) of 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.
Contractor shall provide Orthopedic Physician services in the delivery of patient care to the Navajo Area Indian Health Service, Gallup Service Unit	Competency Compliance Patient Outcomes Professionalism Credentialing Documentation Service Quality	Perform 100% required tasks at 100% of the required competencies (refer to 11.0) 100% compliance with IHS Service Units and/or Health Centers published Policies; Procedures; Standards of Care; and hospital protocols. No reports of breached patient safety, infection control, and other procedures that might adversely affect patient outcome. Performance characterized by continual cultural awareness and focus on customer service. 100 percent adherence to the Federal Code of Conduct. Uninterrupted credentialing as defined in 6.0 to 6.8 for period of contract. 100% percent of all documentation meets established IHS Medical Facility, TJC, and CMS standards to include, but are not limited to, timeliness, legibility, accuracy, content, date, time, signature and designated profession. Satisfaction with quality of service is evidenced by valid customer inputs.	Surveillance systems will include periodic inspections and customer complaints.	Payment of contract price for satisfactory service. Contractor performance will be evaluated using the Contractor Performance Assessment Reporting System (CPARS). The evaluation will be considered when future IHS contract selections are made.