

Performance Work Statement (PWS)  
for Nonpersonal Services

**Diagnostic Radiologic Technologist CT**

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## Performance Work Statement (PWS) for Nonpersonal Services

### Diagnostic Radiologic Technologist CT

**1.0 General:** This performance work statement describes the requirements for **personal services for a Diagnostic Radiologic Technologist CT** to support the mission of the Indian Health Service (IHS).

**1.1 Background:** IHS is an agency within the U.S. Department of Health and Human Services and is responsible for providing federal health services to American Indians and Alaska Natives. The provision of health services to members of federally recognized tribes grew out of the special government to government relationship between the federal government and Indian tribes. The IHS is the principal federal health care provider and health advocate for the Indian people. The goal is to assure that comprehensive, culturally acceptable personal and public health services are available and accessible to American Indians and Alaska Natives. The IHS currently provides health services to approximately 1.5 million American Indians and Alaska Natives who belong to more than 557 federally recognized tribes in 34 states.

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

**1.2 Scope:** The Contractor shall provide inpatient and outpatient Diagnostic Radiologic Technologist CT services in accordance with section 5.0, performance based requirements.

**1.2.1 Duties and responsibilities shall encompass** All CT examinations are performed independently, which include abdomen, pelvis, chest, head, trauma, and use of oral and IV contrast. Receives request, interprets request and/or instructions. Has knowledge of and experience with starting IV's, infection control and is CPR certified. Knowledge and experience with film duplication, film processors and laser printers, VISTARAD PACS system. Use of RPMS system to register and edit patient data. Has knowledge and experience with CR and DX radiology x-ray equipment. Have knowledge and experience with all types of X-ray exams, to include but not limited to, portable exams, C-arm exams, Fluoro, and routine X-ray examinations. Incumbent will adhere to all policies and procedures of NNMC and will adhere to the Privacy and Confidentiality Act. Clerical work as needed. Knowledge and experience with positioning, physics, radiation safety, equipment, and techniques. Knowledge and experience with anatomy and physiology, medical ethics, and medical

terminology. Must be Registered with the ARRT in Radiography and CT. Must have a minimum of 5 years of experience in CT. Must have knowledge and experience with multislice CT scanning on GE line of CT scanners.

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

**1.2.3 Period of Performance:** shall allow for long term (1-year) support to meet unplanned needs that develop on a frequent basis.

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

**1.3.1** The Joint Commission

<http://www.jointcommission.org/>

**1.3.2** Centers for Medicare and Medicaid Services (CMS) Standards

<http://www.cms.hhs.gov/>

**1.3.3** Accreditation Association for Ambulatory Health Care (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](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.hhs.gov/HIPAAGenInfo/Downloads/HIPAAALaw.pdf>

**1.3.7** Privacy Act of 1974.

<http://www.usdoj.gov/oip/privstat.htm>

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

**1.3.9** Computer Security Act of 1987

[http://csrc.nist.gov/groups/SMA/ispab/documents/csa\\_87.txt](http://csrc.nist.gov/groups/SMA/ispab/documents/csa_87.txt)

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

1.3.11 IHS General Directives <http://www.ihs.gov/adminmggrresouces>

1.3.12 IHS Computer Security Directives <http://www.ihs.gov/adminmggresources>

## 2.0 Definitions

**2.1 Acceptance:** Constitutes acknowledgement that the supplies or services conform to the applicable contract quality and quantity requirements, except as provided in FAR subpart 46.5 and subject to other terms and conditions of the contract.

**2.2 Approval:** Acknowledgment by the designated Government official that submittals, deliverables, or administrative documents (e.g., insurance certificates, installation schedules, planned utility interruptions, etc.) conform to the contractual requirements. Government approval does not relieve the Contractor from responsibility for compliance with contract requirements.

**2.3 Area:** A defined geographical region for Indian Health Service administrative purposes. Each Area Office may administer several Service Units.

**2.4 Code of Ethics:** The Code of Ethics for Diagnostic Radiologic Technologists approved by the American Registry of Radiologic Technologist.

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

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

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

**2.11 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.

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

**2.13 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.

**2.14 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.

**2.15 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.

**2.16 Nonpersonal Services:** A contract under which the personnel rendering the service are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees, as defined in FAR 37.

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

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

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

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

**2.20 Patient Outcome:** End result of outpatient.

**2.21 Performance based Matrix:** All CT examinations are performed independently, which include abdomen, pelvis, chest, head, trauma, and use of oral and IV contrast. Receives request, interprets request and/or instructions. Has knowledge of and experience with starting IV's, infection control and is CPR certified. Must be Registered with the ARRT in Radiography and CT. Must have a minimum of 5 years of experience in CT. Must have knowledge and experience with multislice CT scanning on GE line of CT scanners.

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

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

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

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

**2.26 Task Order:** An order issued in accordance with the terms of the contract that details an ordering activity's specific requirements. An ordering activities written order to obtain services, at a minimum shall include the following where applicable: description of services, skill categories, hours, price, period of performance, contract number, and the ordering activities task order number.

**2.27 Tour of Duty:**

- Monday through Friday
  - Saturday and Sunday
  - Federal Holidays, Overtime, holidays.
- (Hours will be inclusive of regular hourly rate.)

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

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

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

**3.1 Information:** Government unique information related to this requirement, which is necessary for Contractor performance, shall be made available to the Contractor. The Contracting

Officer or designee shall be the point of contact for identification of any required information to be supplied by the Government.

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

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

### **3.3 Contractor Exclusive Use:**

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

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

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

### **4.0 Contractor Furnished Property**

**4.1** Except for the property specified in paragraph 3 as government furnished, the Contractor shall provide all uniforms and other personal medical instruments subject to the following:

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

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

**5.0 Performance-Based Requirements.** The Contractor shall provide outpatient / inpatient Diagnostic Radiologic Technologist CT/X-ray services in the delivery of patient care to the Indian Health Service. Specific tasks include the following:

**5.1 Diagnostic Radiologic Technologist Duties:**

**5.1.1** The Contractor shall perform outpatient / inpatient Diagnostic Radiologic Technologist CT and X-ray services and manage patient's needs as described in the (PD), identified by the Service Unit and as directed by Supervisor.

**5.1.2** The Contractor shall perform in accordance with the competency standards listed in the Shiprock Service Unit radiology department policies and procedures.

**5.1.3** The Contractor shall provide professional medical services or direct patient care services under the terms of this contract, appropriate and timely medical services in accordance with the standards of care established by recognized medical care organizations and in accordance with the policies and procedures of Service Unit's Radiology Staff Rules & Regulations at Shiprock hospital.

**5.1.4** The contractor shall provide professional medical technologist services in direct patient care services as follows:

- A. Contractor shall provide service in the radiology department in the delivery of patient care. Service shall be inspected, reviewed and monitored by the Radiology Supervisor or his /her designee.
- B. Contractor shall review clinical records and adhere to records documentation procedures to insure that records are properly maintained.
- C. Contractor shall be subject to technical direction and/or guidance of the designated Government official.
- D. Contractor's provision of radiology exams shall be monitored by the Northern Navajo Medical Center's quality assurance plan.
- E. Contractor shall have access to the internet to use the Electronic Health Record. All documentation on patients shall be completed prior to the contractor's shift is over. Delinquent charts shall be completed prior to the contractor completion of his/her contract at Northern Navajo Medical Center. If the delinquent chart is not completed the contract company shall assume the responsibility of returning the contractor to Northern Navajo Medical Center to complete any outstanding delinquent charts.



- F. Contractor shall be subject to the provisions and shall be monitored by the Northern Navajo Medical Center (NNMC) Center's quality Assurance Plan.

## 5.2 Work Schedule:

5.2.1 The Supervisor at each IHS facility shall determine specific tour of duty. The contractor shall work 100% of the contracted hours.

5.2.2 Work Flexibility. As directed by the Supervisor, the Contractor shall rotate into other duty sections as needed to support patient care. Contractor shall staff the Radiology Department.

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

5.2.4 Approval of leave is contingent upon availability of workload coverage.

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

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

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

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

## 5.4 Performance Evaluation:

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

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 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, Joint Commission, and CMS standards to include, but are not limited to, timeliness, legibility, accuracy, content, date, time, signature and designated profession. (Note: payment shall be withheld for inaccurate or incomplete medical records 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 shall be made available to the Contractor.

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

**5.7 IHS Information Technology Systems:**

**5.7.1** In performance of this contract, the Contractor shall adapt to and successfully utilize IHS information technology systems that are 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 shall be made available to the Contractor at each IHS facility.

**6.0 Contractor Qualification Requirements:**

**6.1 Experience.** The Contractor shall have thirty-six (36) months of Diagnostic Radiologic Technologist CT experience performing a variety of CT examinations, unless otherwise approved by the Contracting Officer.

**6.2 License/Registration.** All Diagnostic Radiologic Technologists CT shall be certified by the ARRT (American Registry of Radiologic Technologist) as well as be certified by the ARRT in CT, 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) is mandatory.

**6.4 Health Requirements/Conditions of Employment:**

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

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

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

**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 Diagnostic Radiologic Technologists CT 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 Level I and Level II background checks. The Contractor shall comply with the requirement to obtain security investigations. The Contractor shall work with the IHS to ensure that the pre-employment screening process includes the appropriate investigation questionnaires and forms to be completed. All completed forms shall be reviewed by the Contractor and forwarded to the Supervisor. The Contractor shall 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 Indemnification and Medical Liability Insurance (JAN 1997):** Nonpersonal 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.

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

- (a) First Priority: Supervisor's directions
- (b) Second Priority: Position Description (attached)
- (c) Third Priority: Performance Work Statement Exhibits
- (d) Fourth Priority: Performance Work Statement Narrative

**9.0 52.249-12 Termination (Personal Services) (Apr 1984):** The Government may terminate this contract at any time upon at least 15 days' written notice by the Contracting Officer to the Contractor. The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least 15 days' written notice to the Contracting Officer.

**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	
State the end results or outputs that you, the customer shall formally accept or reject.	For the requirement, state the feature(s) of end result that shall 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).	

Contractor shall provide outpatient & inpatient services as a Diagnostic Radiologic Technologist in the delivery of patient care to the Navajo Area Indian Health Service.	Competency	Perform 100% required tasks at 100% of the required competencies (refer to 11.0)	See QASP. Surveillance systems shall include periodic inspections and customer complaints.	P s  N v  C b C A T c c
	Compliance	100% compliance with IHS Service Units and/or Health Centers published Policies; Procedures; Standards of Care; and hospital and Laboratory Protocols.		
	Patient Outcomes	No reports of breached patient safety, infection control, and other procedures that might adversely affect patient outcome.		
	Professionalism	Performance characterized by continual cultural awareness and focus on customer service. 100 % adherence to the Code of Ethics and Federal Code of Conduct.		
	Credentialing	Uninterrupted credentialing as defined in 6.0 to 6.8 for period of contract.		
	Documentation	100% of all medical records and other required documentation meets established IHS Medical Facility, Joint Commission, and CMS standards to include, but are not limited to, timeliness, legibility, accuracy, content, date, time, signature and designated profession.		
	Service Quality	Satisfaction with quality of service is evidenced by valid customer inputs.		

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

**11.1 Attachments**

Position Description (Service Unit specific)

**11.2 Written Competency Assessments**

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

- 11.2.1 Standard Emergency Codes
- 11.2.2 Confidentiality: Legal and Ethical Concerns in Healthcare
- 11.2.3 An Introduction to the Navajo Culture
- 11.2.4 Verbal and Telephone Orders