

Performance Work Statement (PWS)
for Non-Personal Services

ON-SITE PEDIATRIC PULMONOLOGY SPECIALTY CLINIC

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Chinle Comprehensive Health Care Facility
 Performance Work Statement
 for Non-Personal Services

ON-SITE PEDIATRIC PULMONOLOGY SPECIALTY CLINIC

1.0 General: This performance work statement describes the requirements for a Non-personal On-Site Pediatric Pulmonology Specialty Clinic services to support the mission of the Indian Health Service (IHS) by raising the physical, mental, social, and spiritual health of American Indians and Alaska Natives to the highest level.

1.1 Background: The IHS, an agency within the Department of Health and Human Services, is responsible for providing federal healthcare services to American Indians and Alaska Natives. The provision of healthcare 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 American Indians and Alaska Natives, and its goal is to raise their health status to the highest possible level. The IHS provides a comprehensive health service delivery system for approximately 2.6 million American Indians and Alaska Natives who belong to 573 federally recognized tribes in 37 states.

1.1.1 Navajo Area Indian Health Service (NAIHS) administers health centers and hospitals providing health care to approximately 244,209 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 Chinle Comprehensive Health Care Facility (CCHCF) is a NAIHS facility. CCHCF provides medical care for approximately 35,000 Navajo. Serving a rural area, many of our patients travel 100 miles round trip to receive care and do not have electricity or running water in their homes. In addition, most of our elderly patients speak only Navajo, and live according to traditional Navajo cultural practices. The CCHCF and Ambulatory Care Center is a 60-bed inpatient hospital and outpatient facility. Services offered are:

- Adult Inpatient
 - Adult Intensive Care
 - Anesthesiology
 - Audiology
 - Clinical & Community Nutrition
 - Dental
 - Emergency Medicine
 - General Surgery
 - Integrated Behavioral Health
 - Lab
 - Labor & Delivery
 - Mental Health
 - Native Medicine
 - Nurse Phone Triage Services*
 - OB/GYN & Midwifery
 - Occupational Therapy
 - Optometry
 - Outpatient Primary Care
 - Pediatric Inpatient
 - Pharmacy
 - Physical Therapy
 - Podiatry
 - Public Health
 - Radiology
 - Respiratory Therapy
 - School Health
 - Speech Pathology
 - Social Services
 - Urgent Care
 - Women’s Health
- *Available after hours.

1.2 Scope: The Contractor shall provide On-Site Pediatric Pulmonology Specialty Clinic services in accordance with Section 5.0 - Performance Based Requirements.

1.2.1 Duties and responsibilities: Shall encompass outpatient, On-site Pediatric Pulmonology Specialty Clinic services to IHS patients.

1.2.2 Place of Performance: Services are to be performed in the Pediatric Outpatient Department at Chinle Comprehensive Health Care Facility, Chinle, Arizona.

1.2.3 Period of Performance: From time of award through the completion of two quarterly clinics.

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

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

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

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

1.3.4 Section 231 of Public Law 101-647, the Crime Control Act of 1990.
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/HIPAALaw.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

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

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

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 Pediatrics Physicians approved by the American Board of Pediatrics.

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): 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 Non-Personal Services Contract: 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 37.401.

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 pediatrician into the On-Site Specialty Clinic, Pediatric Outpatient Department, 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 outpatient, Pediatrics Pulmonology 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 Supervisor. Government employee authorized to provide verbal and written performance direction to the Contractor that the Contractor must follow without exception.

2.27 Task Order: An order issued in accordance with the terms of the contract that details an ordering activity's specific requirements. An ordering activity's 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.

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

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

2.30 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 service 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.

3.5 Inspection: Contract services will be inspected, reviewed, and monitored by Kelly Menachof, MD, Chief of Pediatrics or designee for this order.

3.5.1 Contracting Officer Representative (COR): Alfreda Lee is primarily responsible for monitoring the technical progress including surveillance and assessment of performance for this requirement.

3.5.2 Point of Contact: Georgina Nez, (928) 674-7450, Alfreda Lee, (928) 674-7017, and Aurelia Tsosie, (928) 674-7451 are the points of contact for this requirement.

4.0 Contractor Furnished Property

4.1 Except for the property specified in paragraph 3 as government furnished, the contractor shall provide subject to the following:

4.1.1 Computer: Computer device shall conform to the requirements of the Indian Health Service Manual, Part 8: Chapter 8, Chapter 15, Chapter 21 and Chapter 22. Computer device shall be compatible with IHS sanctioned telecommunications platform.

4.1.2 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.

4.1.3 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 an On-Site Pediatric Pulmonology Specialty Clinic Services in the delivery of patient care to the Indian Health Service. Specific tasks include the following:

5.1 On-Site Pediatric Pulmonology Specialty Clinic Duties:

5.1.1 The contractor shall perform outpatient Pediatric Pulmonology duties and manage patient's needs as described and identified by the CCHCF's position description.

5.1.2 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 competency standards of care established by recognized medical care organizations and in accordance with the policies and procedures of Service Unit's Medical Staff Bylaws and Rules & Regulations at Chinle hospital.

5.1.3 The contractor shall provide professional medical physician services in direct patient care services as follows:

A. The contractor shall work under the general technical, administrative supervision of Kelly Menachof, MD, Chief of Pediatrics or her designee.

B. In the capacity of a subspecialist or expert within the contractor's specialty area, the contractor shall assume responsibility for the diagnosis, prevention therapy, maintenance and rehabilitation of patients by performing interviews, patient examines, review past medical history, requests or performs complex diagnostic tests and examinations deemed necessary to obtain all possible information related to each case. Make preliminary diagnosis, directs, prescribes or provide treatment or arranges for specialized care or patient referral as required. Bases decision upon information obtained, professional medical knowledge and skills and prescribed policies and procedures. Documentation of visit and observations to be incorporated into EHR records. Provide definitive management in all medical categories for cases that do not require referral. Give total patient care including prevention, health maintenance, early diagnosis, treatment and follow-up services to patient under his/her care. When on-site, provide emergency care as required if Hospital Incident Command System is activated or perform any life-saving care under the contractor's care.

C. The contractor may provide specialty consultative services to the clinicians at CSU by staffing an outreach clinic as determined by both parties.

D. The contractor conducts telemedicine consult making observations appropriate to the outpatient's underlying disease and treatment plan, including current symptoms. Reviews and reconciles the patient's medications, diet and therapy course, adheres to management plan and patient observations. Modifies regimen as required, instructs and counsels patients and family members as required.

E. The contractor shall collaborate with other members of the CSU healthcare team (physicians, behavioral health specialists, nurse practitioners, physician assistants, public health nurses, and other clinical staff) to ensure comprehensive health care needs are met.

F. The contractor shall work closely with allied health professionals (public health nurses, social workers, community health representatives) by utilizing and coordinating the services of other health care professionals in the management of the patient's medical, psychiatric and social problems.

G. The contractor shall refer patients to appropriate contracted medical and government facilities providing full clinical information for care and diagnostic procedures that cannot be adequately provided via telehealth or at CSU using Purchased Referred Care methodology.

H. The contractor shall provide consultation on difficult cases to practitioners in the same or other specialties.

I. The contractor shall provide appropriate documentation on rendered patient care utilizing an approved EHR system from the subspecialist remote location or if on-site, the contractor shall provide appropriate documentation on rendered patient care utilizing CCHCF's EHR system. The contractor is responsible for utilizing the CCHCF EHR system to obtain, dictate, electronically enters and assures preparation of appropriate medical records for all patients seen to assure the accumulation and organization of all pertinent clinical data needed to provide comprehensive medical care. Clinical data reports shall be completed in a timely manner and shall be maintained in compliance with Joint Commission standards. It is the responsibility of the contractor to use the training resources provided by the CCHCF to develop competency in utilizing the EHR system.

J. The contractor shall familiar with the cultural, social, political, geographic, demographic, economic, and epidemiological characteristic of the patients and the communities served. The contractor shall be receptive and respectful of the culture at CSU. Cultural awareness and cultural diversity include language barriers, rural Native lifestyles and native ceremonies. The contractor shall be aware of the basic traditional medicines and ceremonies that are available to patients, from the womb to geriatrics. CSU has traditional providers on staff providing traditional diagnostic care for all patients who seek it. The contractor shall embrace and incorporate these elements into the care of the patients for positive outcomes. The contractor shall complete a mandatory on-line training made available during orientation.

5.1.4 The contractor shall be subject to peer review per Joint Commission standards.

5.1.5 The contractor shall meet the Safety management reporting requirements will be in accordance with the CCHCF's Safety Measure Policy.

5.1.6 The contractor shall be responsible for all applicable Federal, State, And Local Taxes, Meals, Travel/Transportation.

5.1.7 The contractor shall provide an all-inclusive rate as the contractor shall be responsible for all applicable Federal, State, and Local Taxes, Meals, Travel/Transportation when providing on-site subspecialist services. Lodging is available and will be incurred by the contractor.

5.1.8 The contractor shall submit a proper invoice as required for payment of services rendered. A certification statement of service rendered will be included with a signature from the designated COR for this contract.

5.2 Work Schedule:

5.2.1 The contractor shall work 100% of the contract hours. Work shifts as arranged by the Chief of Pediatrics or her designee. Clinic Hours: 8:00 am to 5:00 pm. Two Quarterly Clinics: 2nd Quarter (January 2023 – March 2023) and 3rd Quarter (April 2023 – June 2023).

5.2.2 Continuity of Patient Care: The contractor shall ensure the continuity of patient care and shall provide a qualified replacement to authorize the approval of time off and within the time frame specified by the Contracting Officer.

5.2.3 Work Flexibility. The contractor shall rotate into other duty sections as needed to support patient care.

5.2.4 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. The contractor is not authorized sick leave, annual leave and compensatory time hours.

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 contractor shall be subject to character investigation as required by Public Law 101-360, the Indian Health Child Protection and Family Violence Prevention Act prior to performance of a contract by utilizing the US Office of Personnel Management (OPM), Electronic Questionnaire for Investigation Processing (eQIP) system and this shall include all fingerprinting procedures and clearances. 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 I.H.S. 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.

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 9.0.

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 CCHCF's specific policies and protocols.

5.6.1 Medical Records and Other Required Documentation: 100% percent of all medical records (EHR) 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 will be withheld for inaccurate or incomplete medical records per Section 9.0.).

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.

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.

5.7.3 The contractor shall follow all appropriate federal and locally required Information Technology security requirements and will be operating under HIPAA and Privacy Act regulations.

6.0 Contractor Qualification Requirements: The contractor shall meet the qualifications and credentialing standards and retain the qualifications and certifications throughout the term of this contract. The contractor must abide by the Medical Staff Bylaws, Rules and Regulations of the CSU and comply with all requirements for appointment to the medical staff, and maintain status as a consultant member of the medical staff.

6.1 Education/Training/Experience. The contractor shall have graduated from an accredited medical school and possess a MD or DO Degree. The contractor shall have completed thirty-six (36) months of Pediatrics Residency Training and thirty-six (36) months of Pediatric Pulmonology Fellowship Training with a minimum of six (6) months experience in the specialty required by the contract, unless otherwise approved by the CCHCF's Credentials Committee. *There must be no lapse of services of no more than 6 months prior to beginning tour of duty with CCHCF.*

6.2 Certification/License/Registration. The contractor shall be board certified with the American Board of Pediatrics and the American Board of Pediatric Pulmonology. The contractor shall possess a current, valid, unrestricted physician license in any state, the District of Columbia, the Commonwealth of Puerto Rico, or any Territory of the United States, throughout the term of this contract. If the contractor is asked to perform outside the normal training parameters of his/her specialty, then the contractor shall provide certification of hospital privileges in those additional scope of practice(s).

6.2.1 Drug Enforcement Administration (DEA) License. The contractor shall maintain a valid, current, full and unrestricted DEA license with schedule types II through V and maintain certification throughout the term of the contract.

6.2.2 The contractor shall maintain a valid and current Cardiopulmonary Resuscitation (CPR), Basic Life Support (BLS), Pediatric Advanced Life Support (PALS), Neonatal Resuscitation Program Certification (NRP), Advanced Cardiac Life Support (ACLS) and Advanced Trauma Life Support (ATLS) certifications and are mandatory for Pediatrics.

6.2.3 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 Health Requirements/Conditions of Employment:

6.3.1 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.

6.3.2 Immunization. The contractor shall provide documentation as evidence of immunization as required by NAIHS immunization policy for the following:

- COVID-19 – Completed two dose series of an authorized mRNA vaccine or single dose of authorized Johnson & Johnson vaccine.
- Hepatitis A - Two dose series at zero and six months.
- Hepatitis B - Three dose series at zero, one, and six months or documented immunity. A signed declination of Hepatitis B vaccination series will be accepted.
- Measles, Mumps, Rubella (MMR) - Two doses or titer documentation.

- Varicella (chickenpox) – Two doses, titer documentation or history of varicella/shingles.
- Tetanus, diphtheria, pertussis (Tdap/Td) - one dose of Tdap, then tetanus (Td) booster every 10 years thereafter.
- Meningococcal - Two vaccines (MenACWY and MenB) recommended for microbiologists routinely exposed to *N. meningitidis*.
- Documentation of annual TB test- may include Mantoux TB skin test (PPD). All new employees will require the two step TST.
Acceptable lab testing: Quantiferon Gold or T-Spot test.
For positive TB test results, please submit a copy of recent chest x-ray results.
- Influenza – Mandatory annual vaccination.

6.4 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.

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

6.7 Orientation. The contractor 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 will be reviewed by the Contractor and forwarded to the Supervisor. 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.

6.9 General Requirements:

6.9.1 The contractor shall provide three current letters of reference from other health care providers familiar with the contractor's clinical practice skills within the same discipline. One letter must be from the Chief of Staff/Medical Director or Immediate Supervisor at the hospital in which the contractor either holds or last held staff privileges. If the contractor has just completed a residency program, one of the letters shall be from the program director or service chief.

6.9.2 The contractor shall be subject to Medical Staff Ongoing Professional Practice Evaluation and Focused Provider Performance Evaluation as specified in the CCCHF Policy & Procedure, Focused Provider Performance Evaluation & Ongoing Professional Practice Evaluation.

6.9.3 The contractor shall work directly with the Chinle Service Unit Credentials Committee to attain approval of credentials and privileges and shall retain status of appointment throughout the term of this contract.

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

8.0 52.212-4 Contract Terms and Conditions-Commercial Items (MAY 2015) (m): Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

8.1 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.

9.0 Performance – Based Matrix				
Performance-based Task	Performance-based Task	Performance-based Task	Performance-based Task	Performance-based Task
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 outpatient Pediatric Pulmonology Physician services in the delivery of patient care to the Navajo Area Indian Health Service, Chinle Comprehensive Health Care Facility, Chinle, Arizona.	<p>a. Patient Care</p> <p>b. Compliance</p> <p>c. Culturally Sensitivity</p> <p>d. Documentation</p> <p>e. Professionalism</p>	<p>No reports of breached safety or other procedures that may have adversely affect patient outcomes. A rating of “fully successful” or “exceptional” must be attain for Patient Care.</p> <p>No reprimands or disciplinary actions for violations of published Policies; Procedures; Standards of Care or Hospital Protocols. A rating of “fully successful” or “exceptional” must be attain for Compliance.</p> <p>Contractors were compassionate and Culturally sensitive. A rating of “fully successful” or “exceptional” must be attain for Culturally Sensitivity.</p> <p>Contractors completed require documentation in clear and legible form in a timely manner. A rating of “fully successful” or “exceptional” must be attain for Documentation.</p> <p>Contractors presented in professional appearance, demonstrated exceptional ethical conduct with effective communication, and exhibited exemplary attitude by being flexible and being adaptable A rating of “fully successful” or “exceptional” must be attain for Professionalism.</p>	Direct observation, 100% inspection, periodic inspection, and/or analysis of contractor’s progress reports shall be the surveillance methods for all the indicators (a – e).	<p>Payment of contract price for satisfactory service.</p> <p>No payment for incomplete work.</p> <p>Contractor performance will be evaluated using the Contractor Performance Assessment Report (CPAR). The evaluation will be considered when future IHS contract selections are made.</p> <ul style="list-style-type: none"> CPARS evaluation will be forwarded to the GSA/FSS Contracting Officer.

9.1 Quality Assurance Monitoring Form (QAMF). The QAMF will be completed for each contractor. The completed QAMF is a peer review document and is confidential as afforded under Arizona Revised Statutes 36.445 and 36.445-01. The QAMF will not be shared or disclosed.

Chinle Service Unit – Contractor
Quality Assurance Monitoring Form

The information collected on this form is to determine the overall performance of the Contractor in meeting the requirements of the contract. This form will be kept confidential and will be reported onto the Contractor's Performance Assessment Report (CPAR).

CONTRACTOR INFORMATION		
Contractor's Name (First, MI, Last):		
Specialty:		
Vendor Name:		
Purchase Order Number:		
Appraisal Period:	From:	To:

STANDARD: Contractors provided fully successful or excellent patient care. No reports of breached safety or other procedures that may have adversely affect patient outcomes.

1. Patient Care Practice: Follows current guidelines and/or established Chinle Service Unit Policy & Procedures.

2. Medical/clinical knowledge: Use of most recently recommended guidelines and scientific evidence to evaluate and improve patient care.

STANDARD: Contractors were compassionate and culturally sensitive.

3. Patient Care Practice: Compassion and culturally sensitivity.

STANDARD: Contractors completed required documentation in clear and legible form in a timely manner.

4. Timely completion of required paperwork/records: documents visits clearly and legibly.

STANDARD: Contractors presented promptly in professional appearance for clinic, demonstrated exceptional ethical conduct with effective communication, and exhibited exemplary attitude by being flexible and being adaptable.

5. Professionalism: Ethical conduct, attitude, appearance, and prompt for clinic.
6. Flexibility – Adaptability.
7. Interpersonal/communication skills that promote multidisciplinary teamwork and mutual respect.

STANDARD: No reprimands or disciplinary actions for violations of published Policies; Procedures; Standards of Care or Hospital Protocols (includes timely completion of mandatories).

8. Have any quality of care issues or disciplinary actions been brought forth by:

Risk Management Evaluations
Tort Claims
9. Has contractor been reprimanded for compliance violations?

Submitted by: _____
 Chief of

REVISED 07/2021

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

10.1 Attachments

- a. Position Description (Service Unit specific) – available upon request.
- b. Certification Statement for Performance Work Statement No. CSU-23-01 PEDIATRIC PULMONOLOGY

10.2 Written Competency Assessments

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

- 10.2.1 Standard Emergency Codes
- 10.2.2 Confidentiality: Legal and Ethical Concerns in Healthcare
- 10.2.3 An Introduction to the Navajo Culture
- 10.2.4 Verbal and Telephone Orders
- 10.2.5 Pain Management
- 10.2.6 Focus Charting
- 10.2.7 Medical Staff Bylaws