

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

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

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

1.1.1 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 (GIMC) is a Service Unit under the jurisdiction of Navajo Area Indian Health Service located in Gallup, New Mexico. GIMC is a 74-bed inpatient which provides clinical specialties inclusive of Internal Medicine, Cardiology, Anesthesia, OB/GYN, General Surgery, Orthopedics, Podiatry, 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 250,000 outpatient encounters and 5,800 inpatient admissions annually. GIMC has the largest staff of all Navajo Area IHS facilities and is considered a Level 3 trauma hospital.

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

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

1.2.2 Place of Performance: Services are to be performed at hospitals, clinics, other locations as determined by the GSU to provide needed services and other healthcare facilities of the Navajo Area Indian Health Service within the Gallup Indian Medical Center. The award pricing schedule will identify the exact place of performance.

1.2.3 Period of Performance: Will be flexible to allow for short term (13 weeks) preferably for a longer term (1-year to 3-year) based on funds availability and need for services 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 The Joint Commission (TJC)

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

1.3.2 Centers for Medicare and Medicaid Services (CMS) Standards

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

1.3.3 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.icctc.org/Crime%20Control%20Act%20of%201990.pdf>

1.3.5 Section 4087 of Public Law 101-630, the Indian Child and Family Violence Act.

<http://www.icctc.org/IHS-BIA%20CPT%20Handbook/PL%20101-630.pdf>

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 1980

<http://security.ihs.gov/index.cfm>

1.3.12 Federal Code of Conduct:

https://www.ihs.gov/IHM/index.cfm?module=dsp_ihm_pc_p3c23

1.3.13 IHS General Directives

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

1.3.14 IHS Computer Security Directives: <http://security.ihs.gov/index.cfm>**2.0** **Definitions**

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

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

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

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

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

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

2.5 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. COR–Contracting Officer’s Representative or GTR – Government Technical Representative,).

2.8 Contractor Performance Assessment Report: A report that assesses a contractor's performance and provides a record, both positive and negative, on a given contract for specific period of time.

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

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

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

2.12 Customer Evaluation/Input: Written comments made to the Contracting Officer regarding the Contractors performance. This is one of the criteria used to evaluate the Contractor's performance.

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

2.14 Federal Acquisition Regulation (FAR): The FAR is the primary regulation for use by all Federal Executive agencies in their acquisition of supplies and services with appropriated funds.

2.15 Federal Tort Claims Act (FTCA): The Federal Tort Claims Act (FTCA) is the waiver of sovereign immunity by the United States and provides the exclusive remedy for personal injury, death, and property damages resulting from the negligence of federal employees.

2.16 Government Vehicle: An IHS owned motor vehicle or a vehicle leased by IHS through agreements with the General Services Administration (GSA) or through commercial rental agreements.

2.17 Health Center: A facility physically separated from a hospital, with a full range of ambulatory services including at least primary care providers, nursing, laboratory, and x-ray which are available at least 40 hours a week for outpatient care.

2.18 Health Insurance Portability and Accountability Act (HIPAA): A US law designed to provide privacy standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals and other health care providers.

2.19 Non-Personal Service Contracts: means a contract under which the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees as defined in FAR 37.

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

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

2.22 Orientation: An activity designed to provide basic familiarization of the facility and transition the nurse into the IHS Service Unit and/or Health Center and the nursing unit where the services will be provided.

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

2.24 Patient Outcome: End result of nursing care.

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

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

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

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

2.29 Service Unit: The local administrative unit of IHS.

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

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

inquiry regarding matters within the general tasks and requirements in Section 5 of this contract.

2.32 Tour of Duty: The time of day or night the nurse is scheduled to perform nursing care duties; also considered the shift of the day. The time can vary according to the needs of each facility and/or clinic, e.g. 12 hour Tour of Duty, 10 hour Tour of Duty, 8 hour Tour of Duty. Includes weekends and holidays.

Nursing Departments requiring contract staff requiring the above tour of duty:

Ambulatory Clinics: Internal Medicine, Family Medicine, Pediatrics, OB/Gyn, Podiatry, Orthopedics, General Surgery, Endoscopy, Day Surgery (Wound Care Ostomy Clinic), Vaccination/ Flu Clinic, Tohatchi Clinic. Monday-Friday, requiring 8/10 hour shifts daily, occasional weekends. BLS, ACLS certification required. Minimum 3 years total RN experience with 1 year of experience in the department/specialty/position applied for. Charge Nurse duties as needed for flow of patient care.

Walk-in Primary Care Clinic. Nursing Department requiring 8/10/12 hour shifts daily, 7 days a week including weekends and Holidays for patient care nursing coverage: BLS, ACLS certification required, Minimum 3 years total RN experience with 1 year of experience in the department/specialty/position applied for. Charge Nurse duties as needed for flow of patient care.

Specialty departments: Nurse Education, Case Management, 8/10 shifts week days, may require weekends or Holidays for patient care. BLS/ACLS/TNCC/PALS/NRP Certification required for Nurse Education, Case Management BLS only, with minimum 3 years total RN experience with 1 year of experience in the department/specialty/position applied for. Charge Nurse duties as needed for flow of patient care.

Inpatient Pediatrics/ Med Surg overflow unit, requiring day and night 12 hour shifts for 24/7 nursing coverage for patient care. BLS, ACLS certifications required for inpatient areas, PALS/NRP in pediatrics and minimum 3 years total RN experience with 1 year of experience in the department/specialty/position applied for. Charge Nurse duties as needed for flow of patient care.

Women's Health Unit, requiring 12 hour shifts with 24/7 nursing coverage for patient care. BLS, ACLS certifications required for inpatient areas, NRP, minimum 3 years total RN experience with 1 year of experience in the department/specialty/position applied for. Charge Nurse duties as needed for flow of patient care.

Women's Health Unit Scrub Techs: *80 hrs per pay period, 8 hr flex day shifts Monday thru Friday, includes weekends and holidays, NO stand/call rotation. BLS required.*

Medical/Surgical Units requiring seven (7) 12 hour shifts day and/or night per pay period for 24/7 nursing coverage for patient care. BLS and ACLS certifications required. Minimum 3 years total RN experience with 1 year of experience in the department/specialty/position applied for. Experience in medical/surgical unit with floating to other medical/surgical units as needed for patient care. Charge Nurse duties as needed for flow of patient care.

Intensive Care Unit, Requiring seven (7) 12 hour shifts with 24/7 nursing coverage for patient care. Subject to shift rotation (day/night), weekend and holiday work. BLS, ACLS, and TNCC certifications

required. Charge Nurse duties as needed for flow of patient care. Minimum 3 years total RN experience with 1 year of experience in the department/specialty/position applied for.

Operating Room/Post- **Anesthesia Care Unit/Day Surgery** requiring 8/10 hour shifts daily, 7 days a week including weekends and Holidays for patient care nursing coverage: Operating Room evening, weekend and holiday coverage for Standby call and PACU- on-call coverage. Day surgery open 6am-5:30pm. BLS/ACLS/PALS/TNCC certification certifications required. Minimum 3 years total RN experience with 1 year of experience in the department/specialty/position applied for. Charge Nurse duties as needed for flow of patient care.

Infusion Clinic, Flex 8 hour day shift Monday-Friday, occasional weekends and holidays. BLS and ACLS Certifications required, minimum 3 years total RN experience with 1 year of experience in the department/specialty/position applied for.

Women's Health Unit Scrub Techs: *80 hrs per pay period, 8 hr flex day shifts Monday thru Friday, includes weekends and holidays, NO stand/call rotation. BLS required.*

OR Scrub Techs: *80 hrs per pay period, 8 hr flex day shifts Monday thru Friday, includes weekends and holidays, stand-by/call rotation. BLS required.*

Emergency Department Nursing Departments requiring 12 hour shifts with 24/7 nursing coverage as needed for patient care. Subject to shift rotation (day/mid-shift/night), weekend and holiday work. BLS/ACLS/PALS/NRP/ENPC/TNCC certifications required. Minimum 3 years total RN experience with 1 year of experience in the department/specialty/position applied for. Charge Nurse duties as needed for flow of patient care, to include evidence collection as needed.

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

2.34 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 training necessary for the Contractor to perform the required duties, e.g., IHS information technology (IT) systems and operational procedures. Training will be provided **ONLY** if the subject matter is necessary to improve or enhance the quality of nursing services or includes mandates made by GIMC while the nurse is working under this contract. Training will not be provided for the purpose of continuing education, career development or individual development.

3.5 Protection of Government Buildings, Equipment, and Vegetation

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

4.0 Contractor Furnished Property

4.1 Except for the property specified in paragraph 3.0 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 Chief Nurse Executive at GIMC.

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 Work Statement (PWS) Requirements.

5.1 Nursing Duties:

5.1.1. The Contractor shall perform nursing duties and manage patient care needs as described in the Statement of Duties for that particular position and department and in

accordance with technical direction provided by GIMC's Nursing Supervisor or designee.

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

- 5.1.2.1** Confidentiality/HIPAA/Patient's Rights/Privacy/ Confidentiality: Legal and Ethical Concerns in Healthcare
- 5.1.2.2** Contract Nurse Orientation Check List / Health Stream
- 5.1.2.3** Contract Nurse Orientation Competency Verification Instructions
- 5.1.2.4** Contract Nurse Billing Information
- 5.1.2.5** Standard Emergency Codes
- 5.1.2.6** Blood Component Administration
- 5.1.2.7** EMTALA – Emergency Medical Treatment and Labor Act
- 5.1.2.8** Unit-specific Competencies
- 5.1.2.9** An Introduction to the Navajo and Zuni Cultures
- 5.1.2.10** Verbal and Telephone Orders
- 5.1.2.11** Medication Administration Competency Exam/Verification, IV Therapy, Venipuncture
- 5.1.2.12** Pain Management
- 5.1.2.13** Latex Allergy
- 5.1.2.14** Charting/Documentation/ E.H.R.
- 5.1.2.15** Patient Restraints
- 5.1.2.16** Charge Nurse Duties: Responsibility and Expectation
- 5.1.2.17** Nursing Standards
- 5.1.2.18** Standards of Nursing Practice

5.2 Work Schedule:

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

5.2.2 Work Flexibility. The Contractor shall coordinate with the Nursing Supervisor to rotate into other duty sections/departments that they have documented skills for as needed to support patient care. If the Contractor has work experience in another area of the health care system identified through their resume, the Contractor, may be assigned to those areas of patient care need.

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

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

5.2.4.1 A qualified security cleared placement. The qualified replacement will need to be interviewed, accepted, security cleared and on scheduled confirmation to act as the

replacement during the time of such approved leave.

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 will be evaluated in accordance with the standards set forth in the contract and Performance Work Statement Matrix of section 11.0.

5.4.2 Substantiated reports written by any customer dealing with customer service, patient safety, infection control, or other procedure that adversely affects patient outcome constitutes a breach of contract.

5.5 Identification of Contractor:

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

5.6 Management of Medical Information: The Contractor shall manage all patient information in accordance with Health Insurance Portability and Accountability Act (HIPAA) standards, Privacy Act, and IHS Service Unit and/or Health Center specific policies and protocols.

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

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

5.7 IHS Information Technology Systems:

5.7.1 In performance of this contract, the Contractor shall adapt to and successfully utilize IHS information technology systems that are deemed by the Supervisor as necessary for acceptable contractor performance.

5.7.2 The Contractor shall ensure that IHS information technology system security

policies and procedures are adhered to. The IT policies and procedures will be made available to the Contractor at each IHS facility.

6.0 Business Associate Agreement:

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

7.0 Contractor Qualification Requirements:

7.1 Experience. The Contractor shall have thirty-six (36) months of nursing experience, with a minimum of two (2) years in the specialty required by the contract, unless otherwise approved by the Contracting Officer. Can be a total of three (3) years if all experience is in the specialty.

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

7.2.1 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.

7.3 Certifications. Current Basic Life Support (BLS) and Advanced Cardiac Life Support (ACLS) are mandatory for all specialties. Pediatric Advanced Life Support (PALS), Neonatal Resuscitation Program (NRP), Emergency Nursing Pediatric Course (ENPC), Advanced Trauma Care Nurse (ATCN) or Trauma Nurse Critical Care (TNCC), Trauma Nurse Specialist (TNS) and Advanced Cardiac Life Support (ACLS) are required for each appropriate duty section at the time of selection for contract award. The contractor shall ensure that the contract nurse’s certifications remain valid throughout the term of this contract.

Knowledge, skills and abilities for telemetry for ICU and ED and Fetal Monitoring for Women’s Health Unit are a critical requirement.

7.4 Health Requirements/Conditions of Employment:

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

- A. A medical statement will be provided to acquisitions from the vendor to clear the contract to return to work at full duty status without limitations.

7.4.2 Immunization. The Contractor shall also provide the following documentation prior to RN Candidate selection:

7.4.2.1 Immunity to Rubella, Mumps, and Rubeola (Measles);

7.4.2.2 The Safer Federal Workforce certification of vaccine form must be completed by each contract staff member and kept on their person while at a HHS site location.

7.4.2.3 Proof of Hep B vaccination x3 **OR** positive titer **OR** a signed declination of the Hep B vaccinations will also be accepted;

7.4.2.4 Documented history of chicken pox **OR** varicella vaccination x2 **OR** positive varicella titer;

7.4.2.5 History of Tdap vaccination, with subsequent Td vaccination if older than 10 years; and subsequent Tdap every 10 years due to pertussis outbreaks.

7.4.2.6 Documentation of Tuberculosis testing (TB skin test or IGRA) within the past 12 months with documentation of chest x-ray and follow-up for a positive history; 12 months with documentation of follow-up for a positive test.

7.4.2.7 Proof of influenza vaccination from October -1 thru March 31, per IHS Mandatory Influenza Vaccination Policy.

7.5 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.

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

7.7 Orientation. All nurses providing service under this contract shall attend mandatory orientations and training specified by the government. The contract will submit their timesheet through their specific company.

7.8 Background Checks: As directed by the Contracting Officer, the Contractor shall provide all requested information necessary to perform background checks. The Contractor shall comply with the requirement to obtain security investigations. The Contractor shall work with the IHS to ensure that the pre-employment screening process includes the appropriate investigation questionnaires and forms to be completed. All completed forms will be reviewed by the Contractor and forwarded to the Government Personnel. The Contractor will be immediately removed from the position if at any time the investigation receives unfavorable adjudication, or, if other unfavorable information that would

affect the investigation becomes known.

e-QIP: Required Background Investigation Information:

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

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

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

8.0 Termination for Cause: The Government may terminate this contract for cause in accordance with FAR 52.212-4 (L) and (M).

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

9.0 Technical Direction:

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

9.2 The Nursing Supervisor does not have the authority to, and shall not, issue any instructions purporting to be technical direction that:

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

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

9.4 The Contractor shall proceed promptly with the performance of technical direction duly issued by the Nursing Supervisor in the manner prescribed by this clause and within the authority. If, in the Contractor's opinion, any instructions or direction by the Nursing Supervisor falls within any of the categories defined in paragraph 8.1 above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing that the instruction or direction is within the requirements of the contract and does not constitute a change under the changes clause of the contract and that the contractor shall proceed promptly with its performance.

9.5 A failure of the Contractor and Contracting Officer to agree that the instruction or

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

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

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

- (a) It is expressly agreed and understood that this is a non-personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence:
\$1,000,000.00 and \$3M per aggregate.
- (b) An apparently successful offer or, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.
- (c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.
- (d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.
- (e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If, during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.
- (f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such

subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement

11.0 Performance Work Statement 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 Nursing services in the delivery of patient care to Gallup Indian Medical Center.	Competency	Perform 100% required tasks at 100% of the required competencies (refer to 5.1.2.1)	See QASP. Surveillance systems will include periodic inspections and customer complaints.	Payment of contract price for satisfactory service. Contractor performance will be evaluated using the Contractor Performance Assessment Report. The evaluation will be considered when future IHS contract selections are made.
	Compliance	100% compliance with IHS Service Units and/or Health Centers published Policies; Procedures; Standards of Care; and hospital and nursing 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 percent adherence to the Nursing Code of Ethics and Federal Code of Conduct.		
	Credentialing	Uninterrupted credentialing as defined in 7.0 to 7.8 for period of contract.		
	Documentation	100% percent of all documentation meets established IHS Medical Facility, JAC, 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.		

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

12.1 Attachments

- A. Position Description
- B. Business Associate Agreement (BAA)
- C. The Safer Federal Workforce certification of vaccine form