

Pinon Health Center  
Performance Work Statement (PWS)  
For Non-personal Services

**Diagnostic Radiologic Technologist**

Table of Contents		
Section		Page
1.0	General	1 - 3
2.0	Definitions	4 - 6
3.0	Government Furnished Information, Property, & Services	7
4.0	Contractor Furnished Property	8
5.0	Performance-Based Requirements	9-13
6.0	Contractor Qualifications Requirements	14-15
7.0	Indemnification and Medical Liability Insurance	16
8.0	Challenges to Conflicts	17
9.0	Contract Termination	18
10.0	Performance-Based Matrix	19-20
11.0	List of Attachments and Exhibits	21
12.0	Quality Assurance Surveillance Plan	22

Pinon Health Center  
Performance Work Statement (PWS)  
For Non-personal Services

**Diagnostic Radiologic Technician/Ultrasound Technician**

**1.0 General:** This performance work statement describes the requirements for **non-personal services for a Diagnostic Radiologic Technologist** 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 Indian Health Service (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. This relationship, established in 1787, is based on Article I, Section 8 of the Constitution, and has been given form and substance by numerous treaties, laws, Supreme Court decisions, and Executive Orders. The IHS is the principal federal health care provider and health advocate for Indian people. The goals of IHS include: to ensure that comprehensive, culturally appropriate personal and public health services are available and accessible to American Indian and Alaska Native people; to promote excellence and quality through innovation of the IHS into an optimally performing organization; and to strengthen IHS program management and operations. The IHS currently provides a comprehensive health service delivery system for approximately 2.6 million American Indians and Alaska Natives who belong to 574 federally recognized tribes in 37 states.

**1.1.1 Navajo Area Indian Health Service (NAIHS)** is one of twelve (12) regional administrative units of IHS. The NAIHS delivers health services to a user population of over 244,000 American Indians in five (5) Federal service units on and near the Navajo Nation. The Navajo Nation is one of the largest Indian reservations in the United States with a population of approximately 399,494 enrolled members; NAIHS provides healthcare to approximately 244,209 members in the Navajo Area (includes Federal and Tribal Service Units). The Navajo Nation consists of approximately 27,413 square miles in the states of Arizona, New Mexico, and Utah, with three (3) satellite communities in New Mexico. NAIHS primarily delivers health services to members of the Navajo Nation and the San Juan Southern Paiute Tribe, and also provides services to other Native Americans, including Zunis, Hopis, and other American Indian beneficiaries. The five (5) Federal Service Units (SUs) include Chinle, Crownpoint, Gallup, Kayenta, and Shiprock SUs.

NAIHS provides inpatient, emergency, outpatient, public health, and other services at four (4) hospitals, with seven (7) full-time health centers providing outpatient, community health, preventive health, and other services; there are also five (5) part-time health stations.

In addition to the NAIHS, the Navajo health care system includes an urban health program in Flagstaff, Arizona, the Navajo Department of Health (NDOH), and five Tribal health care corporations, who have contracts with NAIHS under the auspices of Public Law 93-638, the Indian Self Determination and Education Assistance Act. The P.L. 93-638 contracts and compacts with Tribal health corporations are authorized by the Navajo Nation to provide health care services in the respective regions served by the corporations, including facilities such as the Fort Defiance Indian Hospital/Tsehootsooi Medical Center, Winslow Indian Health Care Center, Inc., Tuba City Regional Health Care Corporation, Sage Memorial Hospital, and Utah Navajo Health System, Inc.

**1.1.2 Chinle Service Unit (CSU)** based in Chinle, Arizona (Northeast Arizona near Canyon De Chelly National Monument), CSU serves a population of approximately 40,000 members with half of the population under age 25 years. CSU consists of one (1) 60 bed hospital, Chinle Comprehensive Health Care Facility (CCHCF), and two (2) full-time satellite facilities, Pinon Health Center (PHC) located in Pinon, Arizona, and Tsaile Health Center (THC) in Tsaile, Arizona. Services are also

provided at the Many Farms and Rock Point Clinics on a part-time basis. CCHCF, located in Chinle, Arizona serves as the health care hub for the region, and offers routine outpatient and inpatient primary care services, including: Adult Intensive Care, General Surgery (including laparoscopic surgery), routine and operative Obstetrics, and 24-Hour Emergency Room Services. Strong Navajo cultural traditions exist within the community, offering an opportunity to learn the Navajo language, or to learn about traditional Navajo medicine.

**1.1.3 Pinon Health Center (PHC)** Serving a rural area, Pinon Health Center is an outpatient clinic associated with Chinle Service Unit - Indian Health Service in the Heart of the Navajo Reservation - Northern Arizona. Pinon Health Center provides care to approximately 11,000 patients - the majority of which are Navajo and many are traditional Navajo who still speak the language. A collegial group of providers offer services in primary care, women's health, counseling, dental, dietary and community nutrition, health promotions, lab, x-ray, native medicine, optometry, pharmacy, physical therapy, speech therapy, podiatry and public health nursing. The facility consists of fifteen (15) exam rooms, four (4) Optometry exam rooms, fourteen (14) Dental bays, as well as large areas for Physical Therapy and Pharmacy.

**1.2 Scope:** The Contractor shall provide outpatient Radiologic Technologist services in accordance with Section 5.0, Performance-Based Requirements.

**1.2.1 Duties and responsibilities** will encompass outpatient primary care, obstetric, and walk-in urgent care Radiologic Technologist imaging services to IHS patients.

**1.2.2 Place of Performance:** Services are to be performed at the Pinon Health Center Outpatient Radiology department, including the Urgent Care Clinic, and may, as needed, be performed at Chinle Comprehensive Health Care Facility Outpatient Departments including the Emergency Room (ER)/Urgent Care as well as other hospitals, clinics, and other healthcare facilities in the Navajo IHS Areas within the Chinle Service Unit. Services are not anticipated to be performed at any off-site locations, as Pinon Health Center is the only local facility equipped to perform this type of service.

**1.2.3 Period of Performance:** Will be flexible to allow for short term assignments (13 weeks), long term one-year purchase orders with 2 additional option years, 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: <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](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/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 acceptable 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:** Acknowledgement 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 Services administrative purposes. Each Area Office may administer several Service Units.
- 2.4 **Code of Ethics:** The Code of Ethics for Radiology Technicians approved by the American Board of Radiology.
- 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 office 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 the 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 of 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 vehicle leased by IHS through agreements with General Services Administration (GSA) or through commercial rental agreements.
- 2.15 **Health Care:** 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 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 radiology technician into the IHS Service Unit and /or Health Care where the services will be provided.
- 2.20 Past Performance Information:** Relevant information regarding a contractor's action under previously awarded contracts. This includes 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, licensed independent provider 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 Personal Service Contracts:** A contract that, by its express terms or as administered, makes the Contractor appear to be Government employee, as defined in FAR 37.
- 2.25 Service Unit:** The local administrative unit of IHS.
- 2.26 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 framework for the evaluation of practice. The standards of professional medical practice may pertain to general or specialty practice.
- 2.27 Supervisor:** Government employee authorized to provide verbal and written performance direction to the Contractor that the Contractor must follow without exception.
- 2.28 Task Order:** An order issued in accordance with the terms of the contract that details an ordering activity's specific requirements. An ordering activities written order to obtain services, at a minimum will include the following where applicable: description of services, skill categories, hours, price, period of performance, contact number, and the ordering activities task order number.
- 2.29 Tour of Duty:** The time of day the Contractor is scheduled to perform outpatient radiology/ultrasound duties; also considered the shift of the day.
- 2.30 Valid Patient Complaint:** Justifiable accusations made by a patient and supported by investigation.

[Type here]

PWS No. PHC-13-0649\_ULTRASOUND TECH

2 March 2023

**2.31 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 Used by the Government and the Contractor:** Except for the property and services 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 shall be provided **ONLY** if the subject matter is necessary to improve or enhance the quality of radiology technology provider services or includes mandates made by the IHS Service Unit/Health Centers while the provider is working under this contract. Training **will not** be provided for the purpose of continuing education, career development or individual development.

**3.5 Supervisor and Inspection:** All services rendered in the specialty of Radiology Technology in the delivery of patient care services and administrative services will be inspected, reviewed and monitored by Mike Bovos, MD, Chief of Acute Care Services or his/her designee for this order.

**3.5.1 Contracting Officer Representative (COR):** Nora Nutlouis, Ph: (928) 725-9624, is primarily responsible for monitoring the technical progress including surveillance and assessment of performance for this order.

**3.5.2 Point of Contact:** Clinical Services Secretary, (928) 725-9538, is the point 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 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 4.4.A.7 and meet the approval of the Clinical Director at each IHS facility.

**4.1.2 SmartCard/Subscriber Identity Module (SIM) USB Token:** Contract Staffing Agencies are required to purchase SmartCard/SIM token access for assigned clinical contracting staff to utilize securely throughout the term of the contract. Model Recommendations will be provided upon request.

**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 uninterrupted outpatient ultrasound services using non-ionizing, high frequency ultrasound waves for disease diagnosis in the delivery of patient care to the Indian Health Service at Pinon Health Center Outpatient Clinic. Provides sonography procedures of the abdomen and small parts, breast, Obstetrics and gynecology, and vascular ultrasound. Assists physicians in ultrasound-guided fine needle biopsies and procedures of thoracentesis and paracentesis; practices sterile and aseptic techniques. Recognizes and interprets a diagnostic scan; notifies the radiologist or the referring physician of significant scans requiring their immediate attention. Specific tasks include the following:

**5.1 Ultrasound Studies:**

**5.1.1** Work under the general technical, administrative supervision of the Pinon Health Center (PHC) Acute Care Services Medical Officer or their designee. The Contractor shall perform outpatient diagnostic medical sonography duties and manage patient's need as described in the Position Description (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 Exhibits, paragraph 11.2.

**5.1.3** The Contractor shall independently provide professional diagnostic medical sonography services to patients in a responsible, respectful and caring manner.

- A. The contractor shall secure confidence of patients, practices proper handwashing and shields patients with appropriate protection. Clear and accurate studies are essential to enable the medical provider to evaluate and treat the patient's condition.
- B. The contractor shall check in patients, schedule patients, receive patients, explain procedures to the patients, and transfer patients to exam table and back to where they came from, if needed.
- C. Schedules patients for examinations. Evaluates the nature of critical and emergency procedures and rearranges patient priorities to accommodate them. Provide consultation on difficult cases to practitioners in the same or other specialties.
- D. The contractor shall confer with radiologist for complex and non-standard exams. Advises radiologist or referring physicians of results of examinations and providers. Obtains consultation as needed. As clinically appropriate, provides care to patients for wide spectrum of acute and chronic illness.
- E. The contractor shall assist in giving emergency first aid if needed, initiates CPR. Must be certified in BLS, per Service Unit guidelines.
- F. The contractor shall participate in all ARRT required QC activities.
- G. The contractor shall maintain logs in accordance with departmental practice. Contractor shall provide appropriate documentation regarding duties rendered using the Chinle Service Unit's (CSU) Electronic Health Record (EHR) system. All documentation by the contractor will be entered electronically using the electronic health record system. The contractor is responsible for utilizing the CSU electronic health record system to input pertinent patient information in assisting care. It is the responsibility of the contractor to use the training resources provided by the CSU to develop competency in utilizing the electronic health record system.

- H. The contractor shall keep repair and maintenance records in accordance with departmental practice and help in maintaining needed supplies and related record keeping and other minor administrative aspects of care. When time permits, perform appropriate clerical filing and maintains orderly records.

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

**5.1.5** Contractor shall meet and adhere to the Safety management reporting requirements in accordance with the Service Unit Safety Measure Policy.

**5.1.6** Contractor shall be responsible for all applicable Federal, State, And Local Taxes, Meals, Travel/Transportation. Lodging is available but must be paid for by the contractor or contract agency. Government quarters are available at prevailing rental rates plus utilities, as applicable, if government quarters are utilized. The contractor shall be responsible and liable for the proper care of government owned or leased property furnished in occupied quarters.

## **5.2 Work Schedule:**

**5.2.1** Work shifts as arranged by Chief of Acute Care Services in coordination with the Chief Medical Officer for Pinon Health Center:

- The contractor shall work 100% of the contracted hours. The contracted hours shall be arranged by the Chief of Acute Care Services or designee in conjunction with the Chief Medical Officer. Tour of Duty: Regular work hours are 8:00 a.m. – 5:00 p.m. Monday, Tuesday, Wednesday, Thursday and Friday (40) hours per week. One (1) hour is allotted for lunch at midpoints of the shift but can vary due to patient care. Pinon Health Center is closed on Federal Holidays and the IHS does not compensate for holidays.
- Work hours beyond 5:00 p.m. may be necessary to meet patient care needs due to increased workload or patients pending transport to a higher level of care, for completion of time-sensitive projects and/or for required trainings. Overtime is compensated at the same hourly rate and typically should not exceed 2 additional hours beyond the 40 hour work week. Work beyond 45 hours per week is not compensated unless specifically pre-approved in writing by the department supervisor.
- COVID-19: Contractor shall be subject to working longer hours and/or beyond the Tour of Duty if patient load demands are present and rotating shifts to provide coverage within CSU outpatient settings including call-backs and weekends. Contractor will abide by COVID-19 related policies including 100% universal mask wearing and up-to-date policy on Personal Protective Equipment (PPE). PPE will be provided in accordance with Center for Disease Control guidelines.
- **Timecards/Timesheets:** Contractor shall submit timesheets as required for payment of services rendered and hours worked to the Department Supervisor for review and certification on a regular basis. Contractor shall submit the original timesheet to be certified by Department Supervisor or designee that services have been provided and document correct daily sign in/sign out times to verify the total hours worked.
  - One (1) hour is allotted for lunch each day, and the full hour will be assumed as taken, unless documented otherwise.

- Cumulative daily times must be documented in quarter (¼) of an hour shifts (15 minutes = 0.25 hours) with total times rounded to the nearest quarter-hour.
- Timesheets must be legible, containing the name of the contractor, the name of the vendor, full date of service (e.g. "05/22/2022" or "May 22, 2022"), daily sign in/sign out times for start and end of each shift (including lunch), as well as the total hours worked for the indicated timeframe prior to being submitted for Supervisor certification.
- Photographs of contractor timesheets will not be accepted, and unsigned photocopies of the timesheet will no longer be considered valid unless bearing the original signature of the Department Supervisor or designee.
- **Invoices:** Contractor shall submit invoices as required for payment of services rendered and hours worked. Contractor shall submit an original invoice. Invoice shall be certified by Contractor that services have been provided. Invoices will also include certification statement of services received, which are to be signed by the Supervisor or designee and Contracting Officer Representative. Invoices submitted with documentation that does not contain the signature of the Department Supervisor or designee as verification of hours worked will be rejected and returned for correction to the contractor. All invoices must be based on the total hours worked which were approved and certified by the Department Supervisor or designee.

**5.2.2 Work Flexibility.** As directed by the Supervisor, the contractor shall rotate into other duty sections as needed to support patient care.

**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. Sick/annual leave/compensatory time are not authorized.

**5.2.4** Approval of leave is contingent upon availability of a qualified replacement to be provided by Contractor.

**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.

**5.2.6** 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 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 and shows cause for termination.

#### **5.5 Identification of Contractor:**

**5.5.1** The Contractor shall visibly wear a government issued contractor identification badge at all times 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, The 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 paragraph 10.0 of this performance work statement.)

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

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

#### **5.7 IHS Information Technology Systems:**

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

**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 retain the qualifications and certification throughout the term of this contract.

**6.1. Experience:** The Contractor shall have completed an accredited and registered course of study (ARRT or ARDMS) in Diagnostic Medical Sonography and have current license and certification program with a minimum of twelve (12) months experience in the specialties required by the contract, unless otherwise approved by the Contracting Officer or Supervisory Point of Contact (SPOC). There must be no lapse of services of more than six (6) consecutive months for at least six (6) months prior to beginning tour of duty with CSU Pinon Health Center.

**6.1.1.** Contractor shall have completed training and experience in necessary Radiologic Sonography Programs.

**6.1.2.** Contractor shall have a fully valid and active license as a Diagnostic Medical Sonographer throughout the term of the contract.

**6.2. Certification/License/Registration:** The contractor shall provide evidence of competency in Radiologic Technologist programs and shall be certified and registered through the American Registry of Radiologic Technologists (ARRT) or (ARDMS) in diagnostic medical sonography.

**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.

**6.2.2.** The contractor shall maintain a valid and current Cardiopulmonary Resuscitation (CPR) and Basic Life Support (BLS) certification throughout the term of this contract, as well as any additional certifications as appropriate to each specialty.

**6.2.3.** The Contractor shall meet the qualification standards.

**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:

- 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) within the past twelve (12) months. 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.

- 6.3. Language Requirements and Cultural Awareness:** The Contractor shall read, understand, speak, and write English to effectively communicate with patients and other health care works, and shall be respectful of the local, American Indian and Alaska Native culture.
- 6.4. Information Technology Skills:** The Contractor shall possess basic knowledge, skills, and abilities to use and effectively navigate a computer and the subsequent electronic programs. The contractor must be proficient in the proper operation, use and care of various types of Radiologic and Ultrasound machinery in use at CSU Facilities.
- 6.5. Orientation and Mandatory Training.** The contractor providing service under this contract shall attend mandatory orientations and training specified by the government.
- 6.5.1.** The contractor will complete the most recent Information Systems Security Awareness (ISSA) Training within 24-hours of reporting for duty and provide certificate of completion to direct supervisor.
- 6.5.2.** The contractor will complete the Protecting Children from Sexual Abuse by Health Care Providers Training within 24-hours of reporting for duty and provide certificate of completion to the direct supervisor.
- 6.6. Background Checks:** 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.
- 6.7. General Requirements:**
- 6.7.1.** Contractor shall provide at minimum three current letters of reference from other health care providers familiar with the candidate'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 provider either holds or last held staff privileges.
- 6.7.2.** The contractor is to complete requested Human Resource paperwork and online background investigation within the required time frame determined by Human Resources. Failure or delays in completing this paperwork may result in delays for the provider to complete check-in and begin clinical work.

**7.0 Indemnification and Medical Liability Insurance (52.237-7, Jan 1997):**

- a) It is expressly agreed and understood that this is a 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 judgement, diagnosis, or special 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 \$1,000,000 per occurrence or \$3,000,000 aggregate.
- b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.
- c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.
- d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.
- e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If, during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.
- f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.



[Type here]

**8.0 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

**9.0 Contract Termination.**

- 9.1 Termination (Personal Services) (52.249-12, 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.
- 9.2 Contract Terms and Conditions-Commercial Items (52.212-4, MAY 2015):** 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.
- 9.3** 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.

[Type here]

PWS No. PHC-13-0649\_ULTRASOUND TECH

2 March 2023

10.0 Performance Based Matrix				
Performance-based Task	Indicator	Standard	Quality Assurance	Incentives
State the end result 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 ultrasound services at the Pinon Health Center facility in the delivery of patient care to the Navajo Area Indian Health Services	I. Competency	Perform 100% required tasks at 100% of the required competencies (refer 10.0)	Surveillance system will include periodic inspections and customer complaints.	<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 contracts selection are made.</p> <ul style="list-style-type: none"> <li>- CPARS evaluation will be forwarded to the GSA/FSS Contracting Officer.</li> </ul>
	II. Compliance	100% compliance with IHS Service Unit and/or Health Center published Policies; Procedures; Standards of Care; and hospital and Laboratory Protocols.		
	III. Patient Outcomes	No report of breached patient safety, infection control, and other procedures that might adversely affect patient outcome.		
	IV. Professionalism	Performance characterized by continual cultural awareness and focus on customer service. 100% adherence to the Code of Ethics and Federal Code of Conduct.		
	V. Credentialing	Uninterrupted credentialing as defined in 6.0 and 6.8 for period contract.		
	VI. 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.		
	VII. Service Quality	Satisfaction with quality of service is evidenced by valid customer inputs. 100% adherence to ensure continuity of patient care and to provide replacement on time.		

[Type here]

**PWS No. PHC-13-0649\_ULTRASOUND TECH**

**2 March 2023**

**10.1. Peer Review CSU Provider Exit Profile.** The Peer Review Exit Profile will be reviewed for each contractor.  
A rating of “Fully Successful” or “Exceptional” must be attained.

[Type here]

**PWS No. PHC-13-0649\_ULTRASOUND TECH**

**2 March 2023**

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

**11.1** Attachments

- 11.1.1** Position Description (Service Unit specific) – available upon request.
- 11.1.2** Certification Statement for Performance Work Statement (PWS) No. CSU-18-01 RAD TECH (PHC-23-0647\_RAD TECH)
- 11.1.1** OMB Certification of Vaccination, *OMB Control No. 3206-0277*

**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
  - 11.2.5** Pain Management
  - 11.2.6** Focus Charting

**12.0 Quality Assurance Surveillances Plan.** The Quality Assurance Surveillance Plan (QASP) is a document detailing the systematic surveillance method for Contract Services and describes the methodology by which the Contractor's performance will be monitored. QASP is required for all Performance Based Acquisitions (FAR 46.401), which are service contracts over \$3,500 that use a Performance Work Statement (PWS) as opposed to a Statement of Work (SOW). The principal focus of the surveillance system is the performance of the contractor in the key areas identified in the PWS matrix, specifically the QASP surveillance standards.

**12.1 Services Measured.** Outpatient Diagnostic Radiologic Technologist care services; professional medical direct patient care services; attendance of provider during time period of contract.

- 12.1.1 Patient care practice:** Outcome of cognitive & procedure base practice
- 12.1.2 Patient care practice:** Compassion and cultural sensitivity
- 12.1.3 Medical/clinical knowledge:** Use of most recently recommended guidelines and scientific evidence to evaluate and improve patient care
- 12.1.4 Professionalism:** Ethical conduct, attitude and appearance
- 12.1.5 Flexibility – Adaptability**
- 12.1.6 Timely completion of required paperwork/records:** documents visits clearly and legibly
- 12.1.7 Participation in quality monitors and performance improvement efforts**
- 12.1.8 Interpersonal/communication skills that promote multidisciplinary teamwork and mutual respect**
- 12.1.9 Dependability in committee or administrative assignments**
- 12.1.10 Procedural skill, if applicable**