

Performance Work Statement (PWS)
For Non-Personal Services

Pharmacist

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Performance Work Statement (PWS) For Non-Personal Services

Pharmacist

1.0 General: This performance work statement describes the requirements for **Non - Personal Services for Pharmacist 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.

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 Pinon Health Center (PHC) provides medical care for approximately 12,000 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. And, most of our elderly patients speak only Navajo, and live according to traditional Navajo cultural practices. The Pinon Health Center is an Ambulatory Care outpatient facility. Services offered are: Outpatient Primary Care, Podiatry, Women's Health, Mental Health, Pharmacy, Optometry, Dental, PT, OT, Speech Pathology, Audiology, Lab, Public Health and School Health.

1.2 Scope: The Contractor shall provide pharmacist services in accordance with section 5.0, performance based requirements.

1.2.1 Duties and responsibilities may encompass outpatient and community health pharmacist services to IHS patients.

1.2.2 Place of Performance: Services are to be performed at hospitals, clinics, and other healthcare facilities in the Navajo I.H.S. Areas within the Pinon Health Center.

1.2.3 Period of Performance: Will be flexible to allow for short term (13 weeks), long term (1-year to 3-year) and, where feasible, include intermittent support to meet unplanned needs that develop on a frequent basis.

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

1.3.1 The Joint Commission

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

1.3.2 Centers for Medicare and Medicaid Services (CMS) Standards

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

1.3.3 Accreditation Association for Ambulatory Health Care (AAHC)

<http://www.aaahc.org>

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

http://www.policyalmanac.org/crime/archive/crs_federal_crime_policy.shtml

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 Emergency Physicians approved by the ACEP Board of Directors June 1997, Reaffirmed October 2001 by ACEP Board of Directors. This policy statement replaced the statement "Ethics Manual" approved by the ACEP Board of Directors January 1991. <http://www.acep.org/practres.aspx?id=29144>

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 Organization awarded a legal binding contract to provide supplies and or services; includes the organization's employees.

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

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

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

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

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

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

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

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

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

2.16 Nonpersonal Service 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 emergency room physician into the IHS Service Unit and/or Health Center and the nursing unit where the services will be provided.

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

2.21 Patient Outcome: End result of emergency room physician 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 emergency room physician profession describes the responsibilities for which its practitioners are accountable. The standards provide direction for professional emergency room physician practice and a framework for the evaluation of practice. The standards of professional emergency room physician 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, contract number, and the ordering activities task order number.

2.29 Tour of Duty: The time of day the pharmacist is scheduled to perform outpatient pharmacist services; also considered the shift of the day, the time can vary according to the needs of each facility and/or clinic, e.g. 8 hour Tour of Duty.

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

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 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 pharmacists service or includes mandates made by the IHS Service Units/Health Centers while the pharmacist is working under this contract. Training **will not** be provided for the purpose of continuing education, career development or individual development.

3.5 Supervisor: The Contractor is subject to the supervision and direction of Karen Eisenbiegler, Chief Pharmacist.

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

3.5.2 Point of Contact: Karen Eisenbiegler, Chief Pharmacist, 928-725-9637/9641, Karen.Eisenbiegler@ihs.gov

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 Appropriate dress: which shall conform to the requirements of the Indian Health Service Manual, Part 3 Chapter 4 and meet the approval of the Clinical Director at each IHS facility.

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

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

5.1 Pharmacist Duties:

5.1.1 The Contractor shall perform pharmacist duties and manage patient's needs as described in the position description and Human Resources GS-0660 job series, 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.

- A. The Contractor shall provide appropriate documentation on rendered patient care utilizing PHC's Electronic Health Record (EHR) system. The provider is responsible for utilizing the PHC 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 (JC) standards. It is the responsibility of the Contractor to use the training resources provided by the PHC to develop competency in utilizing the EHR system.

5.1.3 The Contractor shall be subject to departmental peer review per Joint Commission standards.

5.1.4 The Contractor shall adhere to the Safety management reporting requirements in accordance with Chinle Comprehensive Health Care Facility's (CCHCF) Safety Measure Policy.

5.1.5 The 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.

5.1.6 The Contractor shall submit a proper invoice as required for payment of services rendered and attached timesheet/work record to verify the hours worked. 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 Supervisor at each IHS facility shall determine specific tour of duty. The contractor shall work 100% of the contracted hours. The Contractor shall work an eight (8) hour shift from 8:00AM – 5:00PM or 9:00AM – 6:00PM, Monday through Friday. Each shift schedule shall have one (1) hour lunch break. The Contractor shall be subject to working longer hours if patient load demands are present in the Outpatient Pharmacy.

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. As directed by the Supervisor, the Contractor shall rotate into other duty sections as needed to support patient care.

5.2.4 Contractor shall obtain approval of the department Supervisor or designee prior to any absences 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 times are not authorized.

5.2.5 Contractor shall provide a qualified replacement to authorize the approval of leave.

5.2.6 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-based Matrix of section 10.0.

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

5.5 Identification of Contractor:

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

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

5.6.1 Medical Records and Other Required Documentation: 100% percent of all medical records and other required documentation meets established IHS Medical Facility, JCAHO, 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.

6.0 Contractor Qualification Requirements:

6.1 Experience. The Contractor shall have thirty-six (36) months of Pharmacists' experience, with a minimum of twelve months (12) in the specialty required by the contract, unless otherwise approved by the Contracting Officer.

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

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

6.3 Certifications. Additional certifications such as an immunization Certificate endorsed by American Pharmacists Association (APhA) is preferred at the time of employment and throughout the term of this contract.

6.4 Health Requirements/Conditions of Employment:

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

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

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

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

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

6.7 Orientation. All pharmacists 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.

An Agreement to a Temporary Waiver of Character investigation form shall be signed and used pending completion of background investigation.

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

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	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 Pharmacist services in the delivery of patient care to the Navajo Area Indian Health Service.	Competency Compliance Patient Outcomes Professionalism Credentialing Documentation Service Quality	Perform 100% required tasks at 100% of the required competencies (refer to 11.0) 100% compliance with IHS Service Units and/or Health Centers published Policies; Procedures; Standards of Care; and hospital and nursing Protocols. No reports of breached patient safety, infection control, and other procedures that might adversely affect patient outcome. Performance characterized by continual cultural awareness and focus on customer service. 100 percent adherence to the Code of Ethics and Federal Code of Conduct. Uninterrupted credentialing as defined in 6.0 to 6.8 for period of contract. 100% percent of all medical records and other required documentation meets established IHS Medical Facility, JCAHO, and CMS standards to include, but are not limited to, timeliness, legibility, accuracy, content, date, time, signature and designated profession. Satisfaction with quality of service is evidence by valid customer inputs. 100% adherence to ensure continuity of patient care and to provide replacement on time.	See QASP. Surveillance systems will include periodic inspections and customer complaints.	Payment of contract price for satisfactory service. No payment for incomplete work. Contractor performance will be evaluated using the Contractor Performance Assessment Report (CPAR). The evaluation will be considered when future I.H.S. contract selections are made. <ul style="list-style-type: none"> • CPARS evaluation will be forwarded to the GSA/FSS Contracting Officer.

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 (PWS)

10.2 Written Competency Assessments

- a. Confidentiality/HIPAA/Patient’s Rights
- b. EMTALA Compliance Exam, 2004
- c. Restraints
- d. Soft Restraint Application Competency Verification
- e. Hard Leather Restraint Application

- 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
- 11.2.7 Medical Staff By Laws