

Performance Work Statement (PWS)  
for Non-Personal Services

**Family Medicine**

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# Performance Work Statement (PWS) for Non-Personal Services

## Family Medicine

**1.0 General:** This performance work statement describes the requirements for a non-personal service contract for the provision of Family Medicine Physician for Navajo Area Indian Health Service (NAIHS) Indian Health Services (IHS), Kayenta Service Unit (Kayenta Health Center, Inscription House Health Center, and Dennehotso Health Station).

**1.1 Background:** The IHS currently provides health care services to approximately 1.5 million American Indians and Alaska Natives who belong to more than 557 federally recognized tribes in 34 states. The goal is to insure comprehensive and qualitative Family Medicine Physician service is available for the Kayenta Service Unit (KSU).

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

**1.2 Scope:** The Contractor shall provide Family Medicine Physician services in accordance with section 5.0, performance based requirements.

**1.2.1 Duties and responsibilities** will encompass outpatient care Family Medicine services to IHS patients. See section 5.0. The contractor reports to the Clinical Director.

**1.2.2 Place of Performance:** The Contract shall provide Family Medicine services as required at the Kayenta Service Unit.

**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 (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/adminmggrresouces>
- 1.3.12** IHS Computer Security Directives <http://www.ihs.gov/adminmggresources>
- 1.3.13** IHS Information Systems Security Awareness <http://www.ihs.gov/issa/>

## **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 Contracting Officer (CO):** Individual at the IHS authorized and warranted to issue contracts and to make subsequent modification(s). The CO has the authority to make determinations on all matters of dispute regarding this contract.

**2.5 Contractor:** The individual awarded a legal binding contract to provide supplies and services.

**2.6 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 PO is primarily responsible for the day-to-day program management of the ordering activity's task or delivery orders.

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

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

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

**2.10 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.

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

**2.12 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.

**2.13 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.

**2.14 Health Center:** A facility with a full range of ambulatory and inpatient services including at least primary care providers, nursing, laboratory, and x-ray which are available at least 80 hours during a two week for inpatient and outpatient care.

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

**2.16 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.

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

**2.18 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.

**2.19 Patient Outcome:** Provide accurate and reliable test results for direct patient care.

**2.20 Performance based Matrix:** Lists the services to be monitored and the standards to be applied.

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

**2.22 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.

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

**2.24 Standards of Practice and Standards of Care:** Medical Staff Bylaws, Policies and Procedures must be followed. Current clinical guidelines set forth by the Indian Health Service form the basis

for standards of practice. The standards provide direction for physician practice and a framework for the evaluation of practice.

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

**2.26 Task Order:** An order issued in accordance with the terms of the contract that details an ordering activity's specific requirements. An ordering activities written order to obtain services, at a minimum 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.

**2.27 Tour of Duty:** The tour of duty is comprised of 80 hours during a two week period

**2.28 Urgent Care:** The delivery of ambulatory medical care outside of a hospital emergency department on a walk-in basis without a scheduled appointment.

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

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

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

**3.1 Information:** Government unique information related to this requirement, which is necessary for Contractor performance, will be made available to the Contractor. The Contracting Officer or designee will be the point of contact for identification of any required information to be supplied by the Government.

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

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

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

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

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

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

#### **4.0 Contractor Furnished Property**

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

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

**4.1.2 Other personal medical instruments:** "Other personal medical instruments" are defined as Contractor owned items may include but not limited to 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 Family Medicine services in the delivery of patient care to the Indian Health Service. The Contractor is expected to see 7-8 patients in a 4-hour time block. Specific tasks include the following:

**5.1 Family Medicine Physician Duties:**

**5.1.1** The Contractor shall perform medicine duties includes provision of full range of out-patient and inpatient care to patients seen in the hospital and clinics, including examination, diagnosis, treatment, and referral to outside facilities as needed, for patients of all ages.

**5.1.2 MAJOR DUTIES AND RESPONSIBILITIES:**

- A. Hypertension / Diabetes, Cardiovascular, Pulmonary, Neurology, General Internal Medicine patient care. Immunizations as indicated.
- B. Medical emergencies, such as cardiac arrest, respiratory failure, shock, sepsis.
- C. Limited nutritional counseling.
- D. Acute psychiatric problems, including suicide attempts.
- E. Lower-acuity complaints including viral illnesses, other infections, minor orthopedic problems, minor trauma.
- F. Limited Urgent Care services.
- G. Makes appropriate referrals and obtains appropriate consultations as necessary.
- H. Follows the medical staff policies and procedures and the Kayenta Service Unit clinical practice guidelines when relevant.
- I. Follows federal licensing, accreditation and regulating body standards from organizations such as: CMS, TJC, CLIA and IHS; and any other agency to which the facility is accountable.
- J. Interacts in a professional manner with patients and co-workers.

**5.2 Work Schedule: 80 hours per each two-week period.**

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

**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.

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

**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-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 Chart Documentation and EHR documentation:** 100% percent of all patient 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, and signature. Chart documentation will be completed 100% of the time on the day of the visit. The provider will be responsible for timely follow-up of laboratories and diagnostics with communication of results to the patients.

**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 complete the Information Systems Security Awareness (ISSA) training within 24 hours of start date.

**6.0 Contractor Qualification Requirements:**

**6.1 Experience.** Completion of an approved residency in Family Medicine and be ABMS/AOA Board Certified/Eligible in Family Medicine or completion of comparable training and experience as approved by the Credentials Committee.. EMR/EHR capable.

**6.2 Certification.** Current Medical License in any state.

**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.** Certification in BLS, ACLS, or equivalent training as approved by the Clinical Director. Current/Active DEA License required. And must be enrolled in the Arizona Prescription Drug Monitoring Program.

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

**6.4.2 Immunization.** The Contractor shall also provide the following documentation prior to starting employment:

- 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 including Tdap in the past
- 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 Family Medicine Physicians providing service under this contract shall attend mandatory orientations and training specified by the government.

**6.8 Background Checks:** The Contractor shall comply with Agency Personal Identity Verification procedures identified in the contract that implement Homeland Security

Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201; this includes fingerprinting guidelines.

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 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. If FSS Contract was initiated before 10/29/2010, then fingerprint clearance can be submitted when provider first arrives on-site. If FSS Contract was initiated after 10/29/2010, then fingerprint clearance must be approved before tour of duty begins, UNLESS your FSS contract contains a Background Investigations clause, then fingerprint clearance can be submitted when provider first arrives on-site.

The Contractor shall turn in all Human Resource application forms to Clinical Department at least 5 days prior to beginning tour of duty. Clinical Department will forward forms to the local Human Resource Department. Have two (2) forms of Identification.

## **7.0 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\_\_\_\_\_.

(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

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

**9.1** Any Contractor employee demonstrating impaired judgment shall not be allowed to continue working on the contract. The Government reserves the right to remove from the facility any Contractor employee who in the judgment of a licensed healthcare practitioner is impaired.

## 10.0 Performance – Based Matrix

Performance-based Task	Indicator	Standard	Quality Assurance	Incentives
Contractor shall provide Family Medicine services in the delivery of patient care to the Kayenta Service Unit.	Competency	Perform 100% required tasks at 100% of the required competencies (refer to 11.0)	See QASP. Surveillance systems 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 Assessment Performance Report. The evaluation will be considered when future IHS contract selections are made.</p>
	Compliance	100% compliance with IHS Service Units and/or Health Centers published Policies; Procedures; Standards of Care; and hospital and CMS 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 Code of Ethics and Federal Code of Conduct.		
	Credentialing	Uninterrupted credentialing as defined in 6.0 to 6.8 for period of contract.		
	Documentation	100% percent of all patient 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, and signature.		
	Service Quality	Satisfaction with quality of service is evidenced by valid customer inputs.		



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

**11.1 Attachments**

Position Description (Service Unit specific)

**11.2 Written Competency Assessments**

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