

Performance Work Statement (PWS) for Non-Personal Services

EMERGENCY DEPARTMENT SUPERTRACK – EM PHYSICIAN

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1.0 General: This performance work statement describes the requirements for non-personal services for a(n) **EMERGENCY PHYSICIAN**) 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 244,000 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 emergency physicians with nocturnist capabilities in care services in the Main area of the Emergency Department and in the SuperTrack area (known as an ED Fast Track at many other facilities) in accordance with section 5.0, performance-based requirements. The Government shall not exercise supervision or control over Contractor personnel. All supervision and management of Contractor employees shall be the sole responsibility of the Contractor.

1.2.1 Duties and responsibilities shall encompass Emergency Department and SuperTrack services to IHS patients.

1.2.2 Place of Performance: Services are to be performed under the Navajo Area Indian Health Service (NAIHS), Shiprock Service Unit - Northern Navajo Medical Center (NNMC) within the State of New Mexico. The award pricing schedule shall identify the exact place of performance.

1.2.3 Period of Performance: The Period of Performance for this contract shall consist of a base period and subsequent option periods, as specified in the Schedule of Services. Each performance period shall be as identified in the contract schedule, with option periods

exercisable at the sole discretion of the Government in accordance with RFO (Revolutionary FAR Overhaul).

The total number of hours authorized per performance period and the duration of each period shall be as specified in the applicable Task Order or contract schedule. Hours are not guaranteed beyond the minimum specified and shall not be exceeded without prior written authorization from the Contracting Officer (CO).

The Contractor shall be prepared to commence performance on the effective date of award or the start date of each exercised option period, and shall maintain continuous, uninterrupted coverage for the duration of each authorized performance period. Any anticipated or actual lapse in coverage shall be reported immediately to the Contracting Officer's Representative (COR) and the Contracting Officer (CO).

The total cumulative hours authorized under all performance periods, including the base period and all exercised option periods, shall not exceed the total hours identified in the contract schedule without a formal contract modification executed by the Contracting Officer.

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,
<https://www.bia.gov/sites/default/files/dup/assets/bia/ois/ois/pdf/idc2-057852.pdf>

1.3.5 Section 4087 of Public Law 101-630, the Indian Child and Family Violence Act.
https://www.ihs.gov/sites/selfgovernance/themes/responsive2017/display_objects/documents/OIG_PL_Facts_Sheet.pdf

1.3.6 Health Insurance Portability and Accountability Act (HIPAA) of 1996.
<https://aspe.hhs.gov/reports/health-insurance-portability-accountability-act-1996>

1.3.7 Privacy Act of 1974.
[Office of Privacy and Civil Liberties | Privacy Act of 1974](#)

1.3.8 IHS Service Unit and Health Center Policies, Procedures and Protocols. (See section 9.0 for a list of attachments and exhibits)

1.3.9 Computer Security Act of 1987

https://csrc.nist.gov/csrc/media/projects/ispab/documents/csa_87.txt

1.3.10 Federal Code of Conduct <http://www.ihs.gov>1.3.11 IHS General Directives <https://www.ihs.gov/ihtm/>1.3.12 IHS Computer Security Directives <https://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 RFO 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 Code of Ethics: The Code ethics as described by the American Medical Association (AMA) and any code of ethics described by individual specialty organizations.

2.4 Contracting Officer (CO): A Government employee with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

2.5 Contracting Officer's Representative (COR): A federal employee who assists the ordering/issuing activity contracting officer in the administration of task orders issued under this contract. The COR is primarily responsible for the technical assistance and day-to-day program management of the ordering activity's task orders. Ordering activities may have different designators for this employee (e.g. GTR — Government Technical Representative, COTR—Contracting Officer's Technical Representative, or PO - Project Officer). The COR is not authorized to change contract terms, direct staffing, or supervise Contractor Key Personnel.

2.6 Contractor: The legal entity awarded a binding contract to provide the non-personal services described herein. The Contractor is solely responsible for the supervision, direction, scheduling, discipline, and personnel management of its employees or subcontractors performing under this contract.

2.7 Non-personal Services: A contract under which the personnel rendering the service 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 RFO 37.101.

2.8 Supervisor (of Key Personnel): For purposes of this contract, the Supervisor of all Emergency Physician personnel providing services hereunder is the selected Contractor. The Contractor's designated site lead or program manager shall serve as the day-to-day point of accountability for personnel performance, scheduling, credentialing compliance, and conduct. The Government shall direct all performance concerns to the Contractor's designated representative, not to individual contractor key personnel.

2.9 Key Personnel: Emergency physicians proposed and approved by the COR to perform clinical services under this contract. Key Personnel substitutions require advance written notification to the COR in accordance with Section 5.2.

2.10 Professional Conduct: Encompasses the ethical standards, attitudes, and behaviors expected of medical workers. It requires prioritizing patient well-being, maintaining strict confidentiality, practicing cultural competency, and collaborating safely with colleagues to uphold public trust in the medical system. Reflects NNMC ED values of teamwork, respect, integrity, compassion and excellence.

2.11 Local Awareness: Realization and respect for American Indian and Alaska Native practices.

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

2.13 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.

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

2.15 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.

2.16 Valid Patient Complaint: A justifiable accusation made by a patient and supported by documented investigation.

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 Key Personnel into the IHS Service Unit where the services shall 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 professional conduct 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 patient encounter.

2.22 Performance Requirements Summary (PRS) : The table in Section 9.0 that lists the performance tasks, acceptable quality levels, surveillance methods, and consequences for non-conformance, consistent with RFO 46.401(a).

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

2.24 Service Unit: The local administrative unit of IHS.

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

2.26 Task Order: A written order issued by the CO to obtain services under the terms of this contract, specifying at minimum: description of services, skill categories, hours, price, period of performance, contract number and the applicable task order number.

2.27 Work Schedule / Coverage Period: The time of day the **Emergency Physician** is scheduled to perform emergency department duties. The time can vary according to the needs of the department, e.g. 12-hour work period, 10-hour work period or 8-hour work period.

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

2.29 Verifiable Emergency: An unexpected/unplanned absence by the Contractor's Key Personnel 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, shall be made available to the Contractor. The Contracting Officer or designee shall 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 shall provide, for joint use by the Government and the Contractor, all necessary equipment, supplies, and clinic space to perform the services under this contract.

3.3 Contractor Exclusive Use:

3.3.1 Personal Protective Equipment (PPE). The Government shall furnish the Contractor with appropriate PPE other than specified in paragraph 4 of the contract. The Government shall 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 shall provide facility specific Contractor identification badges for Key Personnel. A minimum fee of \$10.00 shall be charged for lost or destroyed badges.

3.4 Training: Facility specific orientation/training necessary for the Key Personnel 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 service or includes mandates made by the IHS Service Units/Health Centers while the **Emergency Physician** is working under this contract. Training shall 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 Section 3.0 as government furnished, the Contractor shall provide all uniforms and other personal medical instruments subject to the following:

4.1.1 Uniforms and Lab Coats: Uniforms and Lab Coats shall conform to the requirements of the Indian Health Service Manual, Part 3 Chapter 4 and shall conform to applicable IHS facility requirements and infection-control standards.

4.1.2 Other personal medical instruments: "Other personal medical instruments" are defined as Key Personnel owned items may include but not limited to stethoscope, scissors, as appropriate to the work unit. The Key Personnel shall not use unsafe equipment or supplies at any time during performance of this contract. All Key Personnel furnished equipment and supplies may be inspected by the Government for safety, infection-control, and facility compliance. The Government may prohibit unsafe or noncompliant items.

5.0 Performance-Based Requirements The Contractor shall provide minimum of three (3) Emergency Physicians that are committed and available to ensure Emergency Department/SuperTrack services in the delivery of patient care to the Indian Health Service. Specific tasks include the following:

5.1 Emergency Physician (hereafter referred to as the Key Personnel) Duties:

5.1.1 The Key Personnel shall perform **Emergency Medicine** duties and manage patient's needs as identified by the Service Unit and in accordance with contract requirements.

5.1.2 The Key Personnel shall perform in accordance with the competency standards listed in the Shiprock Service Unit Medical Staff By-Laws.

5.1.3 The Key Personnel shall provide professional medical services or direct patient care services under the terms of this contract, appropriate and timely medical services in accordance with the standards of care established by recognized medical care organizations and in accordance with the policies and procedures of Service Unit's Medical Staff Bylaws and Rules & Regulations at Shiprock hospital.

5.1.4 The Contractor shall provide professional Emergency Department/SuperTrack services in direct patient care services as follows:

- A. The Key Personnel shall provide Emergency Department/SuperTrack care for patients at the Indian Health Service, Northern Navajo Medical Center, Shiprock, New Mexico.
- B. The Key Personnel shall provide emergent/urgent services for other patients and in other situations if the need arises. Such cases may include but are not limited to emergencies or emergency procedures and may take place in any area of the facility.
- C. The Key Personnel shall consult with members of the ED/SuperTrack staff and other clinicians including specialists on matters of patient care.
- D. The Key Personnel shall ensure that patients are receiving the proper Emergency Department/SuperTrack care.
- E. The Key Personnel shall review clinical records and adhere to records documentation procedures to ensure that records are properly maintained.
- F. The Key Personnel shall coordinate with the Chief of Emergency Medicine/SuperTrack, or designee, through the COR for technical guidance, quality assurance, and performance monitoring within the scope of the contract. The Key Personnel's provision of Emergency Department and SuperTrack care will be monitored by the

Northern Navajo Medical Center's quality assurance plan. The Contractor shall retain full responsibility for management and supervision of its Key Personnel.

- G. The Key Personnel shall have access to the internet to use the Electronic Health Record. All documentation on patients shall be completed prior to the end of the Key Personnel's shift. Delinquent charts shall be completed prior to the completion of the Contractor's period of performance at Northern Navajo Medical Center. If the delinquent chart is not completed the contract company shall assume the responsibility of returning the Key Personnel to Northern Navajo Medical Center to complete any outstanding delinquent charts.
- H. The Contractor may receive technical guidance from the designated Government official within the scope of the contract. Such guidance shall not change contract terms, direct staffing, or supervise Contractor Key Personnel.

5.2 Work Schedule:

5.2.1 The Contractor shall be responsible for scheduling its Key Personnel to meet the coverage requirements of the contract. Work hours and coverage requirements shall be coordinated with the COR to ensure mission needs are met. The Contractor shall provide coverage for 100% of the contracted service hours. Contractor must demonstrate ability to provide coverage for urgent or short-notice staffing needs within 24 hours of notice.

5.2.2 Shifts are typically ten to twelve hours each and include days, evenings, nights, weekends and holidays. Contractor shall ensure coverage for all shifts, including nights, weekends, and holidays.

5.2.3 Key Personnel shall notify the Contractor of any planned or unplanned absence. The Contractor shall, in turn, notify the COR and designated Government representative in advance of any planned absence, or as soon as practicable in the case of emergencies. For absences exceeding eight (8) work hours, the Contractor shall provide at least fifteen (15) calendar days advance notice, unless precluded by a verifiable emergency. The Contractor is responsible for ensuring continuity of services and meeting all contract requirements during such absences.

5.2.4 The Contractor shall ensure continuity of services during any absence of Key Personnel and shall provide a qualified replacement as necessary. Substitution of Key Personnel shall be submitted to the Contracting Officer for review and approval in accordance with the contract.

5.2.5 The Contractor shall ensure that all Key Personnel assigned to perform under this contract are medically and professionally fit for duty and able to perform required services safely. The Contractor's Key Personnel shall comply with all applicable Federal, state, and local public health and infection control requirements.

The Contractor shall not permit Key Personnel to perform services when their condition poses a risk to patient safety or others. Upon request by the Contracting Officer or COR, the Contractor shall provide written assurance that Key Personnel returning to duty after illness or absence are fit for duty. The written documentation from a qualified health care provider is required for three (3) or more consecutive absences due to illness stating:

- A. The cause of the current illness or incapacitation AND
- B. Indicating the Key Personnel as contagious or non-contagious.

The Government reserves the right to restrict access to Government facilities for any Contractor Key Personnel who do not meet applicable health, safety, or credentialing requirements.

5.3 Conduct: The Contractor Key Personnel shall comply with applicable Federal laws, regulations, and facility policies.

5.4 Performance Evaluation:

5.4.1 The Contractor's Key Personnel performance shall be evaluated in accordance with the standards set forth in the contract and Performance Requirements Summary of Section 8.0.

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 Key Personnel: The Key Personnel shall wear a government issued Contractor identification badge during performance of duty.

5.6 Management of Medical Information:

5.6.1 The Key Personnel shall manage all patient information in accordance with HIPAA standards, Privacy Act, and IHS Service Unit and/or Health Center specific policies and protocols.

5.6.2 Medical Records and Other Required Documentation: 100 percent of all medical records and other required documentation should meet established IHS Medical Facility, Joint Commission, and CMS standards to include, but are not limited to, timeliness, legibility, accuracy, content, date, time, signature and designated profession. (Note: Payment may be reduced or withheld for incomplete or unacceptable work, or for inaccurate or incomplete medical records in accordance with the contract, Section 8.0, and applicable inspection/acceptance terms.)

5.6.3 The Contractor Key Personnel shall ensure adherence to DHHS IT system security policies and procedures. The IT policies and procedures shall be made available to the Contractor.

5.6.4 The Contractor Key Personnel 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 Key Personnel shall adapt to and successfully utilize IHS information technology systems required for performance of the contract.

5.7.2 The Contractor Key Personnel shall ensure that IHS information technology system security policies and procedures are adhered to. Please refer to 1.3.12.

6.0 Contractor Qualification Requirements:

6.1 Experience. The Key Personnel shall be a board-certified or board-eligible **Emergency Physician** with a minimum of three years of emergency medicine experience. Experience in rural, resource-limited, or IHS settings is strongly preferred. The Key Personnel must demonstrate ongoing clinical practice with at least 500 hours worked in an emergency department within the past 12 months.

6.2 License/Registration. All **Emergency Physicians/** Key Personnel shall possess a current, valid, unrestricted license in any 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. Current Basic Life Support (BLS), Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS), and Advanced Trauma Life Support (ATLS) is mandatory.

6.4 Health Requirements/Conditions of Employment:

6.4.1 Medical Evaluation. The Key Personnel 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 Key Personnel History: Must disclose malpractice claims; pattern of adverse outcomes may be grounds for exclusion. Per the Medical Staff Credentialing and Privileging Standard Operating Procedure Manual for credentialing for high-risk findings, the Key Personnel cannot have a history of any of the following actions:

- Suspension, restriction, revocation, denial, probation or involuntary relinquishment of any clinical professional license or registration held by the licensed practitioner
- Suspension, restriction, revocation, or denial of employment, medical staff membership, or clinical privileges at any place of employment, including, hospitals, clinics or other healthcare settings
- Subject of civil, criminal, or administrative action regarding sexual misconduct, child abuse, domestic violence, elder abuse, or other violent crimes.
- Any arrest, charge, conviction, or sentence for the following crimes in the last 5 years: Driving Under the Influence (DUI) or while impaired or intoxicated. (The Contractor shall ensure that Key Personnel meet all applicable credentialing, privileging, and suitability requirements. Any history of substance-related offenses, including driving under the influence, shall be evaluated in accordance with facility credentialing policies, with consideration given to recency, severity, evidence of rehabilitation, and impact on patient safety)
- Any sexual misconduct
- Illegal drugs forbidden by Federal Law
- Intimate partner violence or other violent crimes
- Loss of board certification

In addition, the following will be reviewed carefully for each candidate provided by the contractor and may exclude credentialing:

1. Has your license ever been voluntarily or involuntarily withdrawn?
2. Have you ever voluntarily or involuntarily withdrawn your application for clinical privileges or terminated clinical privileges prior to a hospital or health facility's governing board's final decision?
3. Have you ever been reprimanded, censured, excluded, suspended, disqualified and/or participation voluntarily withdrawn, to avoid an investigation by Medicare, Medicaid, TRICARE, and/or any other governmental health related programs?
4. Have Medicare, Medicaid, TRICARE, PRO authorities, and/or any other third-party payers ever brought charges against you for alleged inappropriate fees, and/or quality of care issues?
5. Has any information pertaining to you, including malpractice judgments and/or disciplinary action, ever been reported to the National Practitioner Data Bank or any other practitioner data bank, or any other federal or state board oversight authority?
6. Have you ever had a claim for professional negligence asserted against you? If yes, you are required to note your final judgement and settlements in the Malpractice Claims section of this application.
7. Have liability claims, judgements or settlements ever been made against a hospital, corporation, or the United States Government in professional liability suits based on a case with which you IHS Credentialing and

Privileging SOP - Page 62 were professionally associated? If yes, you are required to note the final judgement and settlements involving yourself as a practitioner in the Malpractice Section of this application.

8. Have you ever had professional liability coverage denied, refused, or canceled by a professional liability insurance company?
9. Have you ever withdrawn from or been suspended, dismissed or expelled from a professional school or postgraduate training program, or has any third party ever attempted to have you withdrawn, suspended, dismissed, or expelled from a professional school or postgraduate training program?
10. Have you ever been placed on probation or taken a leave of absence from medical, dental, or other graduate school or postgraduate training program?
11. Has it been more than 12 months since you have provided patient care in a professional setting?
12. Were you ever the subject of any disciplinary action at any educational (college) or training (residency, fellowship, internship, etc.) programs?

6.4.3 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 shall be accepted
- Flu vaccination is REQUIRED

6.5 Language Requirements. The Key Personnel 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 Key Personnel shall possess basic knowledge, skills, and abilities to use a computer.

6.7 Orientation. For all **Emergency Physicians** here providing service, the Contractor shall ensure its Key Personnel complete required facility orientations and trainings necessary to perform under this contract.

6.8 Background Checks: As directed by the Contracting Officer, all Key Personnel shall provide all requested information necessary to perform Level I and Level II background checks. The Key Personnel shall comply with the requirement to obtain security investigations. The Key Personnel 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 shall be reviewed by the Contractor and forwarded to the COR and or Contracting Officer. The Government may require the Contractor to immediately remove any Key Personnel from the work site if security requirements are not met or if there is an investigation that receives unfavorable adjudication, or, if other unfavorable information that would affect the investigation becomes known.

7.0 Order of Precedence/Challenges to Conflicts

In the event of any inconsistency between the terms of this Performance Work Statement (PWS), its attachments or exhibits, and other contract documents, the following order of precedence shall apply:

- (a) The Contract (including applicable clauses and provisions)
- (b) This Performance Work Statement
- (c) PWS attachments and exhibits

Only the Contracting Officer has the authority to modify the terms of the contract. The Contracting Officer's Representative (COR) may provide technical direction within the scope of the contract but shall not alter contract requirements.

8.0 Performance Requirements Summary (PRS)				
Performance-based Task	Indicator	Standard	Quality Assurance	Incentives
Contractor shall provide Emergency Physicians in the delivery of patient care to the Navajo Area Indian Health Service.	Competency	Perform 100% required tasks at 100% of the required competencies	See QASP. Surveillance systems shall 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 shall be evaluated using the Contractor's Performance Assessment Report (CPAR). The evaluation shall 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, department 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 % 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% 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.		
	Service Quality	Satisfaction with quality of service is evidenced by valid customer inputs and chart review.		

9.0 List of Attachments and Exhibits.

9.1 Attachments

9.1.1 QASP/QAMF and CPAR

9.1.2 Medical Staff Bylaws

QUALITY ASSURANCE MONITORING FORM

This is an official form and MUST be completed by the designated Contracting Officer's representative (COR)

The information collected on this form is derived from the Peer Review SRSU Provider Exit Profile Form to determine the overall performance of the contractor in meeting the requirements of the contract. The completed Peer Review SRSU Provider Exit Profile Form is a confidential and peer review document. The resultant overall point values, ratings, and performance checks of the Quality Assurance Monitoring Form will be reported onto the Contractor's Performance Assessment Report (CPAR).

The following information will be disclosed to the contractor:

1. Conversion of indicators to Summary Ratings
 - a. Average Score
2. Analysis of results
 - a. Contractor's Performance Measurement Rate
 - b. Contractor's Performance
 - i. Meets Requirements
 - ii. Does Not Meet Requirements

PURCHASE ORDER INFORMATION			
Contractor's Name (last, First, MI):			
Specialty:			
Vendor Name:			
Purchase Order Number:			
Appraisal Period:	<i>From:</i>		<i>To:</i>

MEASURED INDICATOR RATINGS

The following guidance will be followed in determining an overall summary rating:

A rating will be ascribe to each indicator. This rating is derive from an the extent of the completed Peer Review Shiprock Service Unit Provider exit Profile to which the contractor's performance meets the standard define in Section 10 of the Performance Work Statement.

The rating level definitions will be assigned a numerical score as follows:

Indicator Ratings	Points Assigned
Level 4: Exceptional (E)	4.00
Level 3: Fully successful (FS)	3.00
Level 2: Minimally Successful (MS)	2.00
Level 1: Unacceptable (U)	1.00

QUALITY ASSURANCE MONITORING FORM

This is an official form and **MUST** be completed by the designated Contracting Officer's representative (COR)

MEASURED INDICATORS

STANDARD:	Contractors provided fully successful or excellent patient care rated under Element 1 & Element 3 of the Peer Review SRSU Provider Exit Profile (refer to Section 10.1 of the PWS). No reports of breached safety or other procedures that may have adversely affect patient outcomes.		
RATING:	<input type="checkbox"/> E(4)	<input type="checkbox"/> FS (3)	<input type="checkbox"/> MS (2) <input type="checkbox"/> U (1)
SURVEILLANCE METHOD (Check):	<input type="checkbox"/> Direct Inspection <input type="checkbox"/> 100% Inspection <input type="checkbox"/> Periodic Inspection <input type="checkbox"/> Analysis of Contractor's Progress Reports		
LEVEL OF SURVEILLANCE (CHECK):	<input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually <input type="checkbox"/> As needed		

INDICATOR: Patient Care

STANDARD:	No reprimands or disciplinary actions for violations of published Policies; Procedures; Standards of Care or Hospital Protocols. Element 1		
RATING:	<input type="checkbox"/> E(4)	<input type="checkbox"/> FS (3)	<input type="checkbox"/> MS (2) <input type="checkbox"/> U (1)
SURVEILLANCE METHOD (Check):	<input type="checkbox"/> Direct Inspection <input type="checkbox"/> 100% Inspection <input type="checkbox"/> Periodic Inspection <input type="checkbox"/> Analysis of Contractor's Progress Reports		
LEVEL OF SURVEILLANCE (CHECK):	<input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually <input type="checkbox"/> As needed		

INDICATOR: Compliance

STANDARD:	No reprimands or disciplinary actions for violations of published Policies; Procedures; Standards of Care or Hospital Protocols.		
RATING:	<input type="checkbox"/> E(4)	<input type="checkbox"/> FS (3)	<input type="checkbox"/> MS (2) <input type="checkbox"/> U (1)
SURVEILLANCE METHOD (Check):	<input type="checkbox"/> Direct Inspection <input type="checkbox"/> 100% Inspection <input type="checkbox"/> Periodic Inspection <input type="checkbox"/> Analysis of Contractor's Progress Reports		
LEVEL OF SURVEILLANCE (CHECK):	<input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually <input type="checkbox"/> As needed		

INDICATOR: Cultural Sensitivity

STANDARD:	Contractors were compassionate and culturally sensitive (Elements 11).		
RATING:	<input type="checkbox"/> E(4)	<input type="checkbox"/> FS (3)	<input type="checkbox"/> MS (2) <input type="checkbox"/> U (1)
SURVEILLANCE METHOD (Check):	<input type="checkbox"/> Direct Inspection <input type="checkbox"/> 100% Inspection <input type="checkbox"/> Periodic Inspection <input type="checkbox"/> Analysis of Contractor's Progress Reports		
LEVEL OF SURVEILLANCE (CHECK):	<input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually <input type="checkbox"/> As needed		

INDICATOR:		Documentation
STANDARD:	Contractors completed require documentation in clear and legible form in a timely manner (Element 2)	
RATING:	<input type="checkbox"/> E(4) <input type="checkbox"/> FS (3) <input type="checkbox"/> MS (2) <input type="checkbox"/> U (1)	
SURVEILLANCE METHOD (Check):	<input type="checkbox"/> Direct Inspection <input type="checkbox"/> 100% Inspection <input type="checkbox"/> Periodic Inspection <input type="checkbox"/> Analysis of Contractor's Progress Reports	
LEVEL OF SURVEILLANCE (CHECK):	<input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually <input type="checkbox"/> As needed	

INDICATOR:		Professionalism
STANDARD:	Contractors presented in professional appearance, demonstrated exceptional ethical conduct with effective communication and exhibited by being flexible and being adaptable (Element 4, Element 5 & Element 8).	
RATING:	<input type="checkbox"/> E(4) <input type="checkbox"/> FS (3) <input type="checkbox"/> MS (2) <input type="checkbox"/> U (1)	
SURVEILLANCE METHOD (Check):	<input type="checkbox"/> Direct Inspection <input type="checkbox"/> 100% Inspection <input type="checkbox"/> Periodic Inspection <input type="checkbox"/> Analysis of Contractor's Progress Reports	
LEVEL OF SURVEILLANCE (CHECK):	<input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually <input type="checkbox"/> As needed	

INDICATOR:		Productivity/Efficiency
STANDARD:	No reprimands or disciplinary actions for violations of published Policies; Procedures; Standards of Care or Hospital Protocols. Element 6.	
RATING:	<input type="checkbox"/> E(4) <input type="checkbox"/> FS (3) <input type="checkbox"/> MS (2) <input type="checkbox"/> U (1)	
SURVEILLANCE METHOD (Check):	<input type="checkbox"/> Direct Inspection <input type="checkbox"/> 100% Inspection <input type="checkbox"/> Periodic Inspection <input type="checkbox"/> Analysis of Contractor's Progress Reports	
LEVEL OF SURVEILLANCE (CHECK):	<input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually <input type="checkbox"/> As needed	

INDICATOR:		Ability to Work With Other Hospital Staff
STANDARD:	No reprimands or disciplinary actions for violations of published Policies; Procedures; Standards of Care or Hospital Protocols. Element 4	
RATING:	<input type="checkbox"/> E(4) <input type="checkbox"/> FS (3) <input type="checkbox"/> MS (2) <input type="checkbox"/> U (1)	
SURVEILLANCE METHOD (Check):	<input type="checkbox"/> Direct Inspection <input type="checkbox"/> 100% Inspection <input type="checkbox"/> Periodic Inspection <input type="checkbox"/> Analysis of Contractor's Progress Reports	
LEVEL OF SURVEILLANCE (CHECK):	<input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually <input type="checkbox"/> As needed	

CONVERSION OF INDICATORS TO SUMMARY RATINGS

After rating and assigning a score to each indicator, the COR will total the points and divide that by the number of indicators to arrive at an average score (up to two decimal places). This score will be converted to a summary rating based on the following point values:

Total Point Value:		Divide by Number of Indicators:		= Average Score:	
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Average score will be calculated up to 2 (two) decimal places. This numerical score will then be converted to a summary rating, as follows:

Indicator Ratings	Points Assigned
Level 4: Achieved Exceptional Results (E)	3.50 to 4.00
Level 3: Achieved Fully successful Results (FS)	2.60 to 3.49
Level 2: Achieved Minimally Successful Results (MS)	2.00 to 2.59
Level 1: Achieved Unacceptable Results (U)	1.00 to 1.99

Analysis of Results
<p>Contractor's Performance Measurement Average Score: _____</p> <p style="text-align: center;">Contractor's Performance Measurement Rate: _____ %</p>

Indicator Ratings	Points Assigned	Contractor's Performance Check
Level 4: Achieved Exceptional Results (E)	3.50 to 4.00	Meets Requirements
Level 3: Achieved Fully successful Results (FS)	2.60 to 3.49	Meets Requirements
Level 2: Achieved Minimally Successful Results (MS)	2.00 to 2.59	Does Not Meet Requirements
Level 1: Achieved Unacceptable Results (U)	1.00 to 1.99	Does Not Meet Requirements

Contractor's Performance (Check):	<input type="checkbox"/> Meets requirements	<input type="checkbox"/> Does Not Meet Requirements
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COR's Narrative of Performance during Appraisal Period (Optional):

VALIDATION
<input type="checkbox"/> This form is hereby validated by the COR and signed indicating the contractor meets the requirements of the contract.
<input type="checkbox"/> This form is hereby validated by the COR and signed indicating the contractor the contractor does not meet the requirements of the contract.
COR SIGNATURE: _____ DATE: _____