

# DEPARTMENT OF HEALTH AND HUMAN SERVICES

Public Health Service

Indian Health Service

Billings Area



## STATEMENT OF WORK (SOW)—FAR Part 37 Service Contracting

1. REQUISITION NUMBER #:	2. CONTRACT TYPE <input type="checkbox"/> Cost Reimbursement <input checked="" type="checkbox"/> Firm—Fixed Price	3. CONTRACT FORMAT <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Non-Personal Service <input type="checkbox"/> Non-Personal Health Care Service
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4. TITLE OF THE PROJECT/SERVICE:

**Coding/Data-Entry/EHR/ Audit/VRR Error Validation**

5. LOCATION OF PERFORMANCE:

Blackfeet Community Hospital

6. DEPARTMENT:

Health Information Management

7. BEING REQUESTED BY (name):

**Lisa Racine Wells**

8. PHONE NO.

**(406) 338-6190**

### PERFORMANCE PERIOD

<input checked="" type="checkbox"/> Base Year	<input checked="" type="checkbox"/> Option Year 1	<input checked="" type="checkbox"/> Option Year 2	<input checked="" type="checkbox"/> Option Year 3	<input checked="" type="checkbox"/> Option Year 4
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Contract performance shall be for a 12 month period with options to renew the contract for 4 additional years.

If the Government exercises the options pursuant to Federal Acquisition Regulation 52.217-9 Option to Extend the Term of the Contract (MAR 1999), the period of performance shall be extended in accordance with the following option year schedule:

Base Award: [To be completed at the time of award]  
 Option Year One (1): [To be completed at the time of award]  
 Option Year Two (2): [To be completed at the time of award]  
 Option Year Three (3): [To be completed at the time of award]  
 Option Year Four (4): [To be completed at the time of award]

Select one of the following:

- ☒ Contract will run concurrently with the Fiscal Year, i.e. from OCTOBER 1<sup>st</sup> - SEPTEMBER 30<sup>th</sup> or from the date the contract is awarded until SEPTEMBER 30<sup>th</sup> (One Requisition will be required)
- ☐ Contract will cross Fiscal Years, i.e. from the date of award until one-year later (Two Requisitions will be required)

Start Date:

01/01/2016

Completion Date:

09/30/2020

### WORK SCHEDULE<sub>1</sub>

**Day = 8 Hrs 1Week = 40 Hrs 2 Weeks = 80 Hrs 1 Month = 160 Hrs 1 Quarter = 520 Hrs 2 Quarters = 1,040 Hrs 1 Year = 2,080 Hrs**

Describe what day(s) the Contractor be working, i.e. Mon-Fri / Daily / Once per week/ Twice per week / Once Month. Also describe the total number of hours the Contractor be working, i.e. # per day / # per week / # per clinic. And, describe what the minimum work requirements the contractor will be required to meet.

Work Schedule	<input checked="" type="checkbox"/> Full-Time	<input type="checkbox"/> Part-Time	<input type="checkbox"/> Other:
Weekdays	Monday thru Friday begins:	am/pm	am/pm
Weeknights	Monday thru Friday begins:	am/pm	am/pm
Weekends (1)	Friday thru Monday begins:	am/pm	am/pm
Weekends (2)	Thursday thru Monday begins:	am/pm	am/pm

Other (Specify): Schedule is set by the HIM supervisor. Hours and days will be flexible Sunday thru Saturday including holidays - Contractor will work as needed and could work on or off-site.

### SET-UP SCHEDULE

The Contractor shall be afforded a reasonable preparation time in which the contractor will be allowed to set up, prepare, plan, organize and make ready any necessary training, groundwork and set up that may be needed in order to begin performing the required services. This time period does not extend the length of the contract by any means.



The Contractor will be allowed time to set-up and prepare, the maximum preparation time shall be:

☐ Start ASAP ☐ 1 Day ☐ 1 Wk ☒ 2 Wks ☐ 30-Days ☐ 60 Days ☐ 90 Days ☐ Not Applicable

### ADMINISTRATIVE OVERSIGHT

The supervisor defines the continuing assignment with procedures and methods to be used, priorities and deadlines. The supervisor helps the contractor with difficult or controversial aspects of the job requirement. The contractor uses initiative in planning and carrying out the day-to-day workload. Final work is reviewed, as needed, for conformance to policies and regulations, timeliness and satisfaction of the supervisor.

The following IHS employees will assist the project officer in monitoring the contract and will be a designated as an alternate in absence of the supervisor. The responsibility of the Indian Health Service is to supervise, monitor and ensure that the contractor is adequately performing the requested services, deliverables, duties and responsibilities in accordance with the Statement of Work and performance standards for which they were hired to accomplish.

CONTRACTOR SUPERVISOR (name, title) <b>Lisa Racine Wells, Health System Specialist</b>	PHONE NO. <b>(406) 338-6190</b>
ALTERNATE SUPERVISOR (name, title) <b>Toni Devereaux, HIMS Lead Tech.</b>	PHONE NO. <b>(406) 338-6212</b>

### PROJECT OFFICER DESIGNATION

The Contracting Officer shall designate a Project Officer, in writing, at the time of award. The Project Officer shall then be responsible for:

- 1.) Monitoring the Contractor's technical progress; 2.) Interpreting the statement of work; 3.) Technical evaluation as required;
- 4.) Technical inspections and acceptance required by this contract; and, 5.) Assist the Contractor in the resolution of technical problems encountered during performance of this contract.

PROJECT OFFICER (name) HHSAR 306.303-2(a)(1) <b>Lisa RacineWells</b>	PHONE NO. <b>(406) 338-6190</b>
TITLE <b>Health System Specialist</b>	DATE TRAINING RECEIVED <b>N/A</b>

### INTRODUCTION

The mission of the Indian Health Service (BAIHS) is to provide the best possible health care services to the Native American populations on the Indian Reservations throughout the States of Montana and Wyoming. In order to achieve this mission, IHS intends on hiring a qualified contractor into a temporary duty assignment within the BAIHS.

### BACKGROUND INFORMATION

The BAIHS serves thirteen tribal nations in the States of Wyoming and Montana. The user populations are approximately 100,000 members annually; the Area Office facility is located in the south-central corner of the State of Montana. There are twelve ambulatory health care hospitals and health centers located on/around the reservations and five urban health centers in the townships of Billings, Butte, Helena, Great Falls and Missoula.

### PURPOSE OF THE CONTRACT

The primary purpose of this contract is to hire a contractor to assist the department/ program in meeting their daily work objectives in providing quality health care services. Currently this department does not have the necessary manpower and resources available to them in being able to complete both their short-term and long-term assigned duties. As a result, a work backlog has developed, which adversely affects the department's level of service being provided to the Indian community. The services will be provided under the Statutory Authority: As implemented by Public Law 103-332; 10 USC.2304 and 41 USC.253; FAR Part 37 – Service Contracting and (For Medical Positions—FAR Part 37.4 – Non-personal Health Care Services); HHSAR Part 337. The applicant whose proposal is most advantageous and cost effective to the Government in terms of price and price related factors; and complies with the requirements of the solicitation, will be selected for the position(s).

### SCOPE OF WORK

The overall scope of this contract is to temporarily recruit and hire a qualified contractor under a government service contract. The contractor will be expected to have the necessary education, training, licensing, previous work experience and competence in being able to provide the services within the department. Work performance shall be performed according to the requirements and conditions contained in this Statement of Work. The contract resulting from this solicitation shall:

<input checked="" type="checkbox"/>	Be considered a <b>"Personal Services"</b> contract, which is characterized by the employer-employee relationship it creates between the Government and the contractor's personnel. The contractor is considered to be <u>an independent contractor</u> pursuant to 10 U.S.C. 2304 and 41 U.S.C. 253.
<input type="checkbox"/>	Be considered a <b>"Non-Personal Services"</b> contract, which means a contract under which the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees as defined in FAR 37.101, under which the contractor is considered to be <u>an independent contractor</u> pursuant to 10 U.S.C. 2304 and 41 U.S.C. 253.



The contractor shall allow the Government to evaluate both the professional and administrative quality of services provided by the contractor, but retains no control over the personal and professional aspects of the services that are rendered, (e.g., unprofessional conduct; assistance for specific work related tasks, professional judgments).

Requires the Contractor to indemnify the Government for any liability producing act or omission by the contractor, its employees and agents occurring during any part of the contract performance period.

The contractor must submit to a background investigation and be credentialed in order for them to obtain the privileges and clearances necessary to perform the requested services with IHS.

The contractor is required to maintain current licenses, certifications and credentials during the entire length of this contract.

*For Medical Professionals, the contractor is required to maintain liability insurance in the coverage amount acceptable to the contractor to maintain medical liability insurance, in the amount acceptable to the Contracting Officer, which is not less than the amount normally prevailing which is not less than the amount normally prevailing within the local community for the medical specialty concerned.*

*For Medical Professionals, the contractor is required to ensure that its subcontractors, for the provisions of health care services, also contain the requirements of FAR Clause 52.237-7, including the maintenance of medical liability insurance.*

The contractor will be expected to assist and provide services and duties as may be requested for the normal operational requirements for the department and personnel. The contractor shall provide work that is consistent with the guidelines and procedures of the IHS. Failure of the contractor to meet these standards can result in cancellation of this contract. The contractor's performance and abilities shall be evaluated based upon performance standards that are contained in this statement of work

*For Medical Professionals, the contractor shall prepare and complete in a timely fashion, the medical and other required records for all parties he/she admits or in any way provides care for the hospital or health care facility (Service Unit Medical By-Laws). During the performance of their duties, the contractor shall provide for the consistent performance of patient care processes according to the standards for the JCAHO accreditation program within IHS. These standards include: The Comprehensive Accreditation Manuals for the Hospitals, The Laboratory Standards and Ambulatory Care Standards as they represent the scope of services of this contract.*

If appropriate and necessary, the contractor shall provide consultation to the Supervisor on better improving and enhancing the program environment and delivery of services. The contractor shall advise the project officer, contracting officer or program manager or their designated representative of any problems encountered or which may be encountered in connection with meeting the needs of the contractor's duties.

*For Medical Professionals, the contractor shall possess a professional medical education from a post-secondary academic institution or be licensed in a field of medical study. The contractor should be proficient in writing, typing and have a basic working knowledge and understanding of computer hardware and software applications. The contractor shall have sufficient knowledge, competence and experience in providing these services on a regular schedule to the Billings Area IHS. The contractor shall possess sufficient initiative, interpersonal relationship skills, social sensitivity and appropriate professional behavior such that the contractor can relate constructively to IHS employees, contractors, vendors and individuals from the Native American community. Due to some limited driving requirements, the contractor should have a current, valid state drivers license from any of the 50 United States or the Commonwealth of Puerto Rico.*

The contractor shall not have any work or health restrictions, which could directly or indirectly interfere with the performance of providing services as there will be some moderate lifting and moving of furniture as well as boxes of office supplies and equipment. The contractor shall maintain acceptable standards of personal hygiene and grooming such that their image as a Federal contract employee is compatible with the expectations of the IHS staff.

This Contract is not guaranteed, nor does it "belong" to any one specific individual or business entity. A contractor shall not be authorized to perform any services for the Government until the IHS governing body has granted the contractor such privileges in writing. Federal contract employees do not accrue any form of retirement, social security, insurance or any other form of benefits.

## **CONTRACTOR REQUIREMENTS**

*For Medical & Professional Contractors, the contractor shall comply with all IHS facility infection control and safety procedures, practices and standards. During the performance of this contract, the Contractor shall provide for the consistent performance of patient care process according to the standards of the Joint Commission on Accreditation of Health Care Organizations (JCAHO) or Accreditation Association for Ambulatory Health Care (AAAHC) and/or Centers for Medicare Services (CMS) who supplies accreditation to the Billings Area Indian Health Service hospitals and health centers. These standards shall include: The Comprehensive Accreditation Manual for Hospitals, the Laboratory Standards, and Ambulatory Care Standards as they represent the scope of services of this contract.*

*For Medical & Professional Contractors, the contractor shall complete in a timely fashion, the medical and other required records for patients he/she admits or in any way provides treatment. The contractor shall abide by the Service Unit Medical By-laws and rules and regulations and meet all credentialing requirements in accordance with Medical By-laws.*

The Federal Tort Claims Act coverage for medical related claims is extended to the individual providing service pursuant to this contract. The services performed must have been within the scope of the personal services contract.

The Privacy Act of 1974 mandates that the Contractor shall maintain complete confidentiality of all administrative, medical and personnel records and all other pertinent information that comes to his/her attention or knowledge. The Privacy Act carries both civil and criminal penalties or unlawful disclosure of records. Violations of such confidentiality shall be cause for adverse action. The IHS shall provide training on the Freedom of Information Act (as Amended) and the Privacy Act. All IHS regulations and policies applicable to these acts shall be enforced. The contractor shall not serve as an "expert witness" in any suite against the Federal Government.

## **ORIENTATION**

The contractor will be provided with an orientation as to the function of the Indian Health Service, the role/services that the contractor is going to be providing, the necessity and the use of Government forms, and the Indian community that is being served. The Area and/or Service Unit



personnel shall provide the contractor with an initial orientation when first being brought on board as an IHS contract employee. An on-going and continuing orientation will be provided from the department supervisor and support personnel as the length of the contract progresses.

It is at this point that the contractor will be required to complete and fill out required Government employment forms and CNACI investigation forms for employment within the Indian Health Service.

## **MAJOR DUTIES**

Describe exactly what the contractor will be doing and include how often they will be required to provide their services. Be sure to include the end service that they will provide IHS with. **ALSO INCLUDE A COPY OF THE POSITION DESCRIPTION.**

The contractor shall provide services that include, but are not limited to the following: ICD-10 coding and data entry for the EHR coding queue. Along with working errors from the visits that the contractor is assigned by Lead Coder, the CTA report moving data to the correct visit (labs and Xrays to create new visits) All required form dependent entries must be entered into the RPMS as required. Coding queue utilized for monitoring/review for provider documentation. quality control must be performed on every coded and audited encounter. Work performed on site or off site.

## **KNOWLEDGE REQUIRED BY THE POSITION**

Describe what knowledge the contractor will need in order to fulfill this requirement, **refer to a Position Description.**

Knowledge of RPMS PCC, EHR, Laboratory, Dental, Mental Health/Social Services, Radiology, Third Party Billing and other related RPMS software. through working knowledge of medical terminology, anatomy, physiology, & pharmaceutical terminology. Skill in correlating observations/symptoms (vital signs, lab results, medication, xray interpretations, ect) to a stated diagnosis to assign the correct ICD10CM, CPT, and/or HCPCs codes. Knowledge of the various PCC error report formats and validation/clean-up processes. knowledge of the RPMS electronic health record process and ability to monitor provider entries electronically.

## **SUPERVISORY CONTROLS**

Describe what Supervisory Controls and what role you, as the Supervisor and the Project Officer will have over the contractor fulfilling this requirement, **refer to a Position Description.**

Works under supervision of the HIM Supervisor & Lead HIM Technician. Completed work is audited based on data accuracy and timeliness and on the efficiency function of the RPMS data systems for the health care deliver at Blackfeet Community Hospital. The Blackfeet Community Hospital will pay based on the TRV report out of RPMS that can be run to match the invoice of the contractor ( Hospital will only pay for completed visits one time not each time the contractor has to monitor visit to get completed)!

## **GUIDELINES**

Describe what Service Unit guidelines the contractor will need in follow in order for them to fulfill this requirement, **refer to a Position Description.**

Guidelines include numerous manuals for the RPMS software, IT guidelines & direction, accreditation standards (JCAHO & CMS), electronic health record manuals, health information management procedures, ect.

## **COMPLEXITY**

Describe how complex the job is in order for the contractor to fulfill this requirement, **refer to a Position Description.**

The contractor must use judgement in adapting and interpreting guidelines to specific cases. This may include devising new procedures, adapting to new computer technology and interpretation of unclear situations in which no precedent has been established. Contractor must make decisions regarding the proper assignments and sequencing of diagnosis and procedures. May involve contacting hospital providers and other clinical staff to work out solutions for interpreting inconsistencies or discrepancies in the electronic health record or paper record.

## **SCOPE AND EFFECT**

Describe the purpose of what the job entails and describe what impact the contractors work performance will have upon the IHS and who it will affect, **refer to a Position Description.**

The contractor performs a variety of coding/data-entry/monitoring functions that provide the primary source of data and information that directly influences the accuracy, completeness, timeliness and reliability of patient health care information used to provide services at the Blackfeet Community Hospital.

## **PERSONAL CONTACTS**

Describe who the contractor will be working with and all the contacts they will come in contact with while they are fulfilling this requirement, **refer to a Position Description.**

Contacts are with HIM Staff, Business Office Staff, physicians, other health care clinicians, nurses, ancillary clinical staff and hospital administrator.



## PURPOSE OF CONTACTS

Describe what information the contractor will be sharing and discussing with the above contacts and why it is necessary for them to fulfill this requirement, **refer to a Position Description.**

The purpose of contact are made to secure supporting documentation or relay/verify information regarding the existence of an discrepancies; obtain information to process actions and /or information from other sources with reference to unusual problems.

## PHYSICAL DEMANDS

Describe the physical demands that are required from the contractor in order for them to fulfill this requirement, **refer to a Position Description.**

Work is generally sedentary. Good eye/hand coordination is required.

## WORK ENVIRONMENT

Describe the type of work environment that the contractor will be working within to fulfill this requirement, **refer to a Position Description.**

Work environment involves risk associated with a patient care setting including exposure to communicable diseases. the demand of computer terminals and keyboards for long periods may cause eye, shoulder and/or wrist strain. there is adequate light, heat and ventilation in the work area.

## EVALUATION CRITERIA

The Government reserves the right to select one or more offerors in order to satisfy the requirement and work objectives. Award will be based upon price and price related factors representing the best value to the Government. The offeror may be required to answer and submit KSA's as part of their proposal.

In accordance with the Child Care National Agency Check and Investigation (CNACI) directive, implemented by the Indian Health Service, contractors whose duties and responsibilities involve regular contact or control over children are subject to character and background investigation as required by P.L. 101-630, the Indian Child Protection and Family Violence Prevention Act. The IHS will conduct these investigations following award of a contract. The character investigation may be waived if, the judgment of the Contracting Officer, in consultation with the Human Resources Officer, that an investigation has already been conducted and is on file. Until the investigation is complete and the Contracting Officer notified, the contractor must not have any unsupervised contact with Native American children. *\*Please see sample evaluation factors below to develop your own.*

1. Indian preference (Tribal enrollment card or certificate of Degree in Indian Blood will suffice.) Indian Owned Business = 10 points
2. Prior Data Entry Experience = 10 points
3. Knowledge of RPMS System = 10 points
4. Knowledge of Medical Terminology = 10 points
5. Knowledge of ICD-10, CPT, coding = 10 points
6. Prior experience with Emergency Room coding = 10 points
7. Prior experience with outpatient coding = 10 points
8. = \_\_\_\_\_ points
- = **100 points**
- 0 - 70 points

## CONTRACTOR CREDENTIALS

Describe what Supervisory Controls and what role you, as the Supervisor and the Project Officer will have over the contractor fulfilling this requirement, **refer to a Position Description.**

The following documents are required from the contractor in order for the IHS to make a proper evaluation.

- 1.) Resume, Standard Form (SF)-171 or Optional Form (OF)-612/OF-306 Applications for Federal Employment
- 2.) College transcripts; conferred degrees and certified training in this field
- 3.) Native American candidates, submit BIA Form 4432-Certificate of Degree of Indian Blood (CDIB)
- 4.) A letter of reference from current or previous employers
- 5.) Past Work Performance Statement, applicants must describe their present/previous experiences in this field
- 6.) Salary Proposal: The rate the contractor is willing to work for
- 7.) Medical/Technical Professionals, please include all Credentialing Documents and Degrees conferred
- 8.) Medical/Technical Professionals, if applicable, please include a copy of your current Insurance certificate
- 9.) Medical/Technical Professionals, please include a copy all Licenses and Certificates
- 10.) Medical/Technical Professionals, please include a current Health Status Statement

## CHILD CARE NATIONAL AGENCY CHECK AND INVESTIGATION (CNACI)

In accordance with the Child Care National Agency Check and Investigation (CNACI) directive, implemented by the Indian Health Service. The following documents will be required from the **selected** contractor and all employees they utilize under an awarded contract. Non-Personal



Health Services Contract – Certification Statement: DHHS Application Background Survey: DHHS/IHS Required Application Questionnaire for Child Care Positions: IHS – Release of Personal Information: SF-85 Questionnaire for Non-Sensitive Positions: GSA Form 176 – Statement of Personal History: FD-258 Federal Bureau of Investigation Fingerprint Analysis Chart.

A contractor whose duties and responsibilities involve regular contact of control over children is subject to a character investigation as required by Public Law 101-630, the Indian Child Protection and Family Violence Prevention Act. The Billings Area IHS Office of Human Resources or the IHS Service Unit will conduct these investigations following contract award. The character investigation may be waived if, in the judgment of the Contracting Officer, in consultation with the Area Human Resources Officer, an investigation has already been conducted and is on file. Until the character investigation has been completed and the Contracting Officer notified of the results, the Contractor must not have unsupervised contact with Indian children.

## NON-DISCRIMINATION IN SERVICES, BENEFITS AND FACILITIES

The contractor agrees to make no distinction among patients under this contract on the basis of race, color, creed or national origin, including, but not limited to the following: Denying a patient any service or benefit or availability of a facility; providing any service or benefit to a patient which is different or is provided in a different manner or at a different time from that provided to other patients under this contract, subjecting a patient to segregation or restricting a patient in any way in the enjoyment of any advantage or privilege enjoyed by others in determining whether he satisfies any admission, enrollment quota, eligibility, membership or other requirement or condition which an individual must meet in order to be provided any service or benefits; the assignment of time or places for the provisions of services on the basis of race, color, creed or national origin of the patients served.

Since many of the IHS patients receiving services may only speak a native language and/or reside on a Native American Reservation, the contractor shall be capable of demonstrating sensitivity to cross-cultural and language differences. The Government reserves the right to terminate this contract in whole or in part whenever the contractor fails to comply with the requirements of this clause.

## CONTRACTING OFFICER AUTHORITY

Authority to negotiate changes in terms, conditions, or amounts cited in this contract is reserved to the Contracting Officer.

*\* Only the CO, through written or verbal authorization, may authorize a Contractor to perform additional work or make changes to a contract.*

## VERIFICATION OF LICENSURE

To assure that all Medical, Professional and Technical professionals providing services under this contract are properly licensed and that the IHS is aware of any disciplinary actions, which may have been taken against them, the Contractor shall:

Verify through Medical Boards or other agency databases, all licenses, active, inactive and lapsed that a Medical professional providing services under this contract may hold or have held.

Inform IHS of the statuses of all licenses, including the reasons for inactive or lapsed licenses; furnish a letter of reference from other health care providers familiar with the candidate's professional medical practice skills. Provide any performance and disciplinary data that they may have on a candidate to the IHS. Certify that a health care professional in the candidate's respective field reviewed all information obtained on the candidate and found no reason to reject the candidate.

This information shall be provided to the Project Officer of the receiving facility no fewer than 15 working days prior to the candidate's projected date of arrival at the facility. In emergency situations, where there is no time available, a telephone call from the Contractor providing assurances of the above is acceptable. These instances must be well documented, justified and kept to a minimum.

## PERFORMANCE EVALUATION

As part of the Quality Control and monitoring of the contract, the contractor will be evaluated on their performance and will be conducted in line with permanent IHS employees of similar standing. They will be based upon the review criteria as set forth in the solicitation and contained in this Statement of Work.

## PERFORMANCE-BASED SERVICE CONTRACTING

Performance-based contracting methods are intended to ensure that required performance quality levels are achieved and that total payment is related to the degree that services performed meet contract standards.

PERFORMANCE OBJECTIVE	STATEMENT-OF-WORK, PARAGRAPH	PERFORMANCE STANDARD	METHOD OF SURVEILLANCE	DEDUCTION SCHEDULE
				% Deduction from their monthly invoice
				% Deduction from their monthly invoice
				% Deduction from their monthly invoice
				% Deduction from their monthly invoice



## GOVERNMENT FURNISHED PROPERTY

The department shall provide the contractor with office space including a desk, chair and office supplies. The contractor will be authorized to use all areas of the facility made available to them. The contractor must request clearance in order to access Restricted areas of the facility, authorization must be granted and is to be used only for official business activities relating to job performance. The contractor will be authorized to use administrative and professional support personnel in carrying out their assigned duties and objectives. The contractor will be allowed to utilize copy machines, facsimile machines, libraries and telephone services and should only be utilized for official business activities relating to job performance. The contractor shall be given an orientation to the IHS role and the Indian community that is being served. The Purchasing Agent/Supply Technician shall provided the contractor with an initial orientation regarding all aspects that pertain to their employment as a personal service contract employee, the layout of the facility and information on the role IHS has on the Indian communities being served. All Child care National Agency Check and Investigation (CNACI) Forms will be provided by IHS. The department will orientate the contractor as to their specific duties and responsibilities. The department will provide the contractor with standard and specialized equipment and supplies needed for the performance and delivery of services including the use of a computer. The department is responsible for getting the contractor access and clearances to all pertinent ARMS; intranet; internet and computer services that are applicable to the contractor carrying out their duties. The department must provide the contractor with direction and proper workloads, which are appropriate with the normal day-to-day operations in the department.

## CONTRACTOR FURNISHED REQUIREMENTS, EQUIPMENT, FACILITIES AND SERVICES

The Contractor shall furnish to the IHS, all current and previous licenses, certifications, credentials and any pending or previous legal action liens against them, which might affect the contractor's ability to perform the required services. The IHS does not anticipate a need for contractor furnished equipment.

## SECURITY

Security Standards that are required for the position include: Privacy Act Compliance: Federal Employee Standards of Ethical Conduct Compliance: Indian Health Service Standards of Ethical Conduct: Child care National Agency Check and Investigation (CNACI) Compliance: Federal Security Identification Badge Request: It is the responsibility for the department to provide the necessary clearances to IHS computer systems as well as other security requirements needed for the contractor to perform their services.

## IHS COMPUTER SECURITY

The Federal Information Security Management Act of 2002 requires all Federal agencies (FISMA) to complete a course in Computer Security Awareness Training (CSAT). Within HHS, there is a requirement for this training to be completed annually by all employees including all contractors, volunteers, students, summer externs, etc.

All new employees are required to take their training before computer access is provided or within a few days after receiving their access and annually thereafter. **The IHS must provide quarterly reports on the status of all employees' participation to document compliance with FISMA.**

## TAX REPORTING REQUIREMENT

In accordance with the Indian Health Service policy and guidance memorandum dated July 30, 2002 issued by the Division of Acquisition and Grants Management (DAGM), and in accordance with Federal Acquisition Regulation (FAR) 52.229-3 Federal, State and Local Taxes and FAR 52.229-4 Federal, State and Local Taxes (Non-Competitive Contracts) all contracts considered personal in nature as prescribed in FAR Part 37, are to report proof of payment and acknowledgement of their quarterly and/or annual taxes on payments made to a contractor for salary purposes. This requirement is for all IHS personal service contractors regardless of they type of contract or contract amount. It is the responsibility of the contractor to ensure that all their taxes are paid on a quarterly and/or annual basis, nonpayment and noncompliance becomes formal grounds for a "cure notice", "show-cause notice" and be terminated for default.

The Federal Government **DOES NOT** withhold from the contractor, any Local, State or Federal Taxes. It is the Contractors sole-responsibility to pay their own taxes and other personal obligations that they may have. The Government is not responsible for any of the Contractors financial debts or commitments. On a quarterly basis, the Contractor is required to submit proof of payment on their tax obligations.

FAR 52.229-3	Federal, State and Local Taxes	Apr 2003
FAR 52.229-4	Federal, State and Local Taxes (State and Local Adjustments)	Apr 2003
FAR 52.232-18	Availability of Funds	Apr 1984

## HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Privacy Act of 1974 and the HHS Privacy Act mandates that Federal information systems must protect the confidentiality of individually identifiable data of patients utilizing a federal health care facility. The contractor shall maintain complete confidentiality of all administrative, medical and personnel records and all other pertinent information that comes to his/her attention or knowledge. The Privacy Act carries both civil and criminal penalties for unlawful disclosure of records. Violations of such confidentiality shall be cause for adverse action. **All new employees are required to take HIPAA training within a few days after receiving their award letter, notice-to-proceed, access and annually thereafter.**

## SPECIAL CONTRACTING CONSIDERATIONS

**Indian Child Protection and Family Violence Prevention Act:** No performance under this contract will be allowed without full compliance with the Indian Child Protection and Family Violence Prevention Act, Public Law 101-630 and the Indian Health Service memorandum dated February 3, 1997, Investigations on Child Care Workers. Contractors shall ensure that he/she cooperates with and assists the Government in the conduction of any necessary background checks.



**Indian Child Protection and Family Violence Prevention Act:** No performance under this contract will be allowed without full compliance with the Indian Child Protection and Family Violence Prevention Act, Public Law 101-630 and the Indian Health Service memorandum dated February 3, 1997, Investigations on Child Care Workers. Contractors shall ensure that he/she cooperates with and assists the Government in the conduction of any necessary background checks.

**Crime Control Act of 1990:** No performance under this contract will be allowed without full compliance with the Crime Control Act of 1990, Public Law 101-647, and the Indian Health Service Memo dated February 3, 1997, Investigations on Child Care Workers. Contractor shall ensure that proposed providers cooperate with and assist the Government in the conduction of any necessary background checks.

**FAR 52-242-15 Stop-Work-Order (AUG 1989):** The Contracting Officer, by written notice may suspend this contract, in whole or in part, when it is in the Government's interest for a period of 90 days and for any further period to which the parties may agree. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

**FAR 52-249-4 Termination for Convenience of the Government (Services) (APR 1984):** The Contracting Officer, by written notice may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

**FAR 52-249-12 Termination for Convenience (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.

**25 USC 47 "Buy-Indian" Policy:** Contractors performing services to the Indian Health Service must be privileged in accordance with the Buy-Indian policy of 25 USC 47. Compliance with this policy requirement is essential for the performance of this contract. Authorization to perform services will be determined by the Contracting Officer who will consider exceptions to the IHS Buy-Indian policy, based on the nature of the work requirements, level of need, professional experience and performance standards on a case-by-case basis. Contractors who fails to maintain these standards and privileges will not be permitted to perform services under the contract and shall be considered non-compliant and subject to termination for convince of the Government by the contracting authority.

**5 USC 552A Privacy Act of 1974 and 45 CFR 5 Health and Human Services Privacy Act:** The Privacy Act of 1974 and the HHS Privacy Act mandates that Federal information systems must protect the confidentiality of individually identifiable data of patients utilizing a federal health care facility. The contractor shall maintain complete confidentiality of all administrative, medical and personnel records and all other pertinent information that comes to his/her attention or knowledge. The Privacy Act carries both civil and criminal penalties for unlawful disclosure of records. Violations of such confidentiality shall be cause for adverse action.

**FEDERAL TRAVEL REGULATIONS:** The services that the contractor will be providing to the IHS may require that the contractor occasional travel and training that will be authorized pursuant to Federal Travel Regulations.

**The Federal Tort Claims Act:** For medical related claims is extended to the individual providing services pursuant to this contract. The services performed must have been within the scope of the Personal Services contract.

The FTCA provides a limited waiver of the federal government's sovereign immunity when its employees are negligent within the scope of their employment. Under the FTCA, the government can only be sued 'under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred.' 28 U.S.C. S 1346(b). Thus, the FTCA does not apply to conduct that is uniquely governmental, that is, incapable of performance by a private individual. 28 U.S.C. S 2680(h) provides that the government is not liable when any of its agents commits the torts of assault, battery, false imprisonment, false arrest, malicious prosecution, abuse of process, libel, slander, misrepresentation, deceit, or interference with contract rights. However, it also provides an exception. The government is liable if a law enforcement officer commits assault, battery, false imprisonment, false arrest, abuse of process, or malicious prosecution. The government is not liable if the claim against law enforcement officers is for libel, slander, misrepresentation, deceit, or interference with contract. Congress has not waived the government's sovereign immunity against all law enforcement acts or omissions.

**Service Contract Act of 1965 As Amended:** FAR 52.222-41 Service Contract Act of 1965 As Amended. Service contract" means any Government contract, the principal purpose of which is to furnish services in the United States through the use of service employees, except as exempted under section 7 of the Act (41 U.S.C. 356; see 22.1003-3 and 22.1003-4), or any subcontract at any tier there under. See 22.1003-5 and 29 CFR 4.130 for a partial list of services covered by the Act. Service contracts over \$2,500 shall contain mandatory provisions regarding minimum wages and fringe benefits, safe and sanitary working conditions, notification to employees of the minimum allowable compensation, and equivalent Federal employee classifications and wage rates. Under 41 U.S.C. 353(d), service contracts may not exceed 5 years. No contractor or subcontractor holding a service contract for any dollar amount shall pay any of its employees working on the contract less than the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act (29 U.S.C. 206).

**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: \* \_\_\_\_\_. (b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause. (c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided. (d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the



Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer. (e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If, during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies. (f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

**The Privacy Act of 1974:** The Act mandates that the Contractor shall maintain complete confidentiality for all administrative, medical and personnel records, and all other pertinent information that comes to his/her attention or knowledge. The Privacy Act carries both civil and criminal penalties for unlawful disclosure of records. Violation such confidentiality shall be cause for adverse action. The IHS shall provide training on the Freedom of Information Act (as amended) and the Privacy Act. All IHS regulations and policies applicable to these acts shall be enforced.

**Miscellaneous Contract Information:**

The Contractor shall not service as an "expert witness" in any suit levied against the Federal Government.

The Contractor shall not perform services outside the scope of their assignment.

Contractors have an obligation to report any instances of fraud, waste or abuse of resources to the Office of the Inspector General, whistle-blower.

The Contractor shall demonstrate sensitivity to cross-cultural and language differences as many of the IHS patients receiving services may only speak a native language and/or reside on a Native American Reservation.