Statement of Work (SOW)

Onsite Obstetrics and Gynecologic Physician Services

Wagner IHS Health Care Center

Wagner, South Dakota

1. GENERAL:

1. Background:

   The Mission of the Wagner Indian Health Service (IHS) is to provide the best possible healthcare services to the patients on the Yankton Sioux Reservation in South Dakota. To meet this mission, the WIHS is requesting an all-inclusive, non-personal service contract for Onsite Obstetrics and Gynecologic Physician Services.

2. Objective:

   The Contractor shall provide a Board-Certified Obstetrics/Gynecologist (OB/GYN) physician (1) and support staff (Nurse (1) and Ultrasound Technician (1)) for services at the Indian Health Service (IHS) at the Wagner Service Unit, Wagner, SD.

3. Scope of Work:

   This physician and support staff will provide OB/GYN Services on site in accordance with the specifications contained herein to beneficiaries of the IHS. The Contract physician shall be Credentialed and Privileged at a Hospital with an Operating/Labor/Delivery Room, as WSU has no Operating/Labor/Delivery Room. The contractor providing onsite OB/GYN services will meet or exceed the American College of Obstetricians and Gynecologists (ACOG) Physician Guidelines https://www.acog.org. Contractor employees shall not be considered government employees for any purpose under this contract.

4. Period of Performance: June 1, 2025 through May 31, 2026.

5. Place of Performance:

   Wagner Health Care Center
   111 Washington Ave. NW
   Wagner, SD 57380.

2. QUALIFICATIONS:

1. Staff/Facility

License/Certification:

The contract physician and staff assigned by the Contractor to perform the services covered by this contract shall have a current license/certification to practice their specialty in any State, Territory, or Commonwealth of the United States or the District of Columbia. SPECIAL NOTE: For procurements that require a Drug Enforcement Agency (DEA) registration, contract providers must have a medical license and be individually registered with the DEA. All licenses/certifications held by the personnel working on this contract shall be full and unrestricted licenses. The Contract physician or staff who have current, full and unrestricted licenses/certifications in one or more states, but who have, or ever had, a license/certification restricted, suspended, revoked, voluntarily revoked, voluntarily surrendered pending action or denied upon application will not be considered for the purposes of this contract.

Board Certification:

The contract physician shall be a Board-Certified OB/GYN physician. The physician must be currently certified in Basic Life Support (BLS). All continuing education courses required for maintaining certification must be kept up to date at all times. Documentation verifying current certification shall be provided by the Contractor to the IHS Credentialing Coordinator on an annual basis for each year of contract performance.

Credentialing and Privileging:

Credentialing and privileging for WSU is to be done in accordance with the provisions of IHS Credentialing and Privileging standards. The physician is also required to be Credentialed and Privileged at a Hospital with an Operating/Labor/Delivery Room. The Contractor is responsible to ensure that the proposed physician possesses the requisite credentials enabling the granting of privileges. Services shall not be provided by any contract physician prior to obtaining approval by the Great Plains Area Credentialing and Privileging Governing Body, and the WSU Medical Executive Committee.

> If a contract physician is not credentialed and privileged or has credentials/privileges suspended or revoked, the Contractor shall furnish an acceptable substitute without any additional cost to the government.

Technical Proficiency:

The Contract physician and support staff shall be technically proficient in the skills necessary to fulfill the government's requirements, including the ability to speak, understand, read and write English fluently. Contractor shall provide documents upon request of the CO/COR or Credentialing Coordinator to verify current and ongoing competency, skills, certification and/or licensure related to the provision of care, treatment and/or services performed. Contractor shall provide verifiable evidence of all educational and training experiences including any gaps in educational history for the contract physician and the contract physician shall be responsible for abiding by the Facility's Medical Staff By-Laws, rules, and regulations that govern medical staff behavior.

Continuing Medical Education (CME)/Certified Education Unit (CEU) Requirements:

Contractor shall provide copies of current CMEs as required or requested by the IHS. The Contract physician registered or certified by national/medical associations shall continue to meet the minimum standards for CME to remain current. Contractor shall report CME hours to the credential office for tracking. These documents are required for both privileging and re-privileging. Failure to provide shall result in loss of privileges for contract physician.

Training (BLS, EHR and IHS MANDATORY):

Contractor and support staff shall meet all IHS educational requirements and mandatory course requirements defined herein; all training must be completed by the contract physician and support staff as required by the IHS. BLS, EHR, IHS Privacy and Information Security Awareness and Rules of Behavior, IHS Privacy and HIPPA, and Prevention of Workplace Harassment/No Fear and others as required by the Agency.

Standard Personnel Testing (PPD, etc.):

Contractor shall provide proof of the following tests for contract staff within five (5) calendar days after contract award and prior to the first duty shift. Tests shall be current within the past year.

TUBERCULOSIS TESTING: Contractor shall provide proof of a negative reaction to PPD testing for all contract staff. A negative chest radiographic report for active tuberculosis shall be provided in cases of positive PPD results. The PPD test shall be repeated annually.

RUBELLA TESTING: Contractor shall provide proof of immunization for all contract staff for measles, mumps, rubella or a rubella titer of 1.8 or greater.

OSHA REGULATION CONCERNING OCCUPATIONAL EXPOSURE TO BLOODBORNE PATHOGENS: Contractor shall provide generic self-study training for the contract physician; provide their own Hepatitis B vaccination series at no cost to the IHS if they elect to receive it; maintain an exposure determination and control plan; maintain required records; and ensure that proper follow-up evaluation is provided following an exposure incident. The IHS shall notify the Contractor of any significant communicable disease exposures as appropriate. Contractor shall adhere to current CDC/HICPAC Guideline for Infection Control in health care personnel (as published in American Journal for Infection Control- AJIC 1998; 26:289-354 http://www.cdc.gov/hicpac/pdf/InfectControl98.pdf) for disease control. Contractor shall provide follow up documentation of clearance to return to the workplace prior to their return.

COVID-19: All contract staff who work or provide direct care in a federally-operated IHS health care facility shall receive two doses of COVID-19 vaccine in a two-dose series, or one dose of COVID-19 vaccine in a single-dose. Limited exemptions apply to those who have a valid medical or religious exemption on file.

Varicella Zoster Virus: A reliable history is a valid measure of varicella immunity. All contractors providing an uncertain or negative history of chickenpox shall provide proof of immunization with varicella vaccine.

National Provider Identifier (NPI):

NPI is a standard, unique 10-digit numeric identifier required by HIPAA. The IHS must use NPIs in all HIPAA-standard electronic transactions for individual (health care practitioners) and organizational entities (medical centers). The Contractor shall have or obtain appropriate NPI and if pertinent the Taxonomy Code confirmation notice issued by the Centers for Medicare and Medicaid Services (CMS)

National Plan and Provider Enumeration System (NPPES) be provided to the Contracting Officer with the proposal.

DEA (as required):

Contract physicians shall provide copy of current DEA.

Conflict of Interest:

The Contractor and all contract staff are responsible for identifying and communicating to the CO and COR conflicts of interest at the time of proposal and during the entirety of contract performance. At the time of proposal, the Contractor shall provide a statement which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided. The Contractor shall also provide statements containing the same information for any identified consultants or subcontractors who shall provide services. The Contractor must also provide relevant facts that show how its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.

Citizenship related Requirements:

The Contractor certifies that the Contractor and support staff shall comply with any and all legal provisions contained in the Immigration and Nationality Act of 1952, as Amended; its related laws and regulations that are enforced by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor as these may relate to non-immigrant foreign nationals working under contract or subcontract for the Contractor while providing services to IHS patient referrals;

While performing services for the IHS, the Contractor and support staff shall not knowingly employ, contract or subcontract with an illegal alien; foreign national non-immigrant who is in violation their status, as a result of their failure to maintain or comply with the terms and conditions of their admission into the United States. Additionally, the Contractor is required to comply with all “E-Verify” requirements consistent with “Executive Order 12989” and any related pertinent Amendments, as well as applicable Federal Acquisition Regulations.

If the Contractor or support staff fails to comply with any requirements outlined in the preceding paragraphs or its Agency regulations, the IHS may, at its discretion, require that the foreign national who failed to maintain their legal status in the United States or otherwise failed to comply with the requirements of the laws administered by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor, shall be prohibited from working at the Contractor’s place of business that services Department of Veterans Affairs patient referrals; or other place where the Contractor provides services to veterans who have been referred by the Department of Veterans Affairs; and shall form the basis for termination of this contract for breach.

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. 1001.

The Contractor agrees to obtain a similar certification from its subcontractors. The certification shall be made as part of the offeror’s response to the RFP.

Annual Office of Inspector General (OIG) Statement: In accordance with HIPAA and the Balanced Budget Act (BBA) of 1977, the Department of Health and Human Services (HHS) Office of Inspector

General (OIG) has established a list of parties and entities excluded from Federal health care programs. Specifically, the listed parties and entities may not receive Federal Health Care program payments due to fraud and/or abuse of the Medicare and Medicaid programs.

Therefore, Contractor shall review the HHS OIG List of Excluded Individuals/Entities on the HHS OIG web site at http://oig.hhs.gov/exclusions/index.asp to ensure that the proposed contract staff are not listed. Contractor should note that any excluded individual or entity that submits a claim for reimbursement to a Federal health care program, or causes such a claim to be submitted, may be subject to a Civil Monetary Penalty (CMP) for each item or service furnished during a period that the person was excluded and may also be subject to treble damages for the amount claimed for each item or service. CMP's may also be imposed against the Contractor that employ or enter into contracts with excluded individuals to provide items or services to Federal program beneficiaries.

By submitting their proposal, the Contractor certifies that the HHS OIG List of Excluded Individuals/Entities has been reviewed and that the Contractors are and/or firm is not listed as of the date the offer/bid was signed.

Clinical/Professional Direction:

The qualifications of Contractor personnel are subject to review by WSU Clinical Director or his/her clinical designee and approval by the Great Plains Area Office. Clinical/Professional direction of all clinical personnel covered by this contract will be provided by the Clinical Director and/or her designee. Only the CO is authorized to consider any contract modification request and/or make changes to the contract during the administration of the resultant contract.

Non-Personal Healthcare Services:

The parties agree that the Contractor and all contract staff shall not be considered IHS employees for any purpose.

Inherent Government Functions:

Contractor and Contract staff shall not perform inherently governmental functions. This includes, but is not limited to, determination of agency policy, determination of Federal program priorities for budget requests, direction and control of government employees (outside a clinical context), selection or non-selection of individuals for Federal Government employment including the interviewing of individuals for employment, approval of position descriptions and performance standards for Federal employees, approving any contractual documents, approval of Federal licensing actions and inspections, and/or determination of budget policy, guidance, and strategy.

No Employee status:

The Contractor shall be responsible for protecting Contract staff furnishing services. To carry out this responsibility, the Contractor shall provide or certify that the following is provided for all their staff providing services under the resultant contract:

Workers' compensation
Professional liability insurance
Health examinations
Income tax withholding, and
Social security payments.

Tort Liability:

The Federal Tort Claims Act does not cover Contractor or contract staff. When a Contractor or contract staff has been identified in a tort claim, the Contractor shall be responsible for notifying their legal counsel and/or insurance carrier. Any settlement or judgment arising from a Contractor's (or contract staff) action or non-action shall be the responsibility of the Contractor and/or insurance carrier.

Key Personnel:

(1) Board Certified OB/GYN Physician is required to be on-site once a week.

Support staff, (1) Nurse (RN) and (1) Ultrasound Technician are required to be on-site once a week.

It is essential that continuity of services is maintained to the maximum degree possible, hence, substitution of contractor provided Physicians shall be limited to urgent/emergent absences of approved, assigned providers. The Contractor shall be responsible for providing coverage to the IHS during periods of vacancies of the Contractor's personnel due to sick leave, personal leave, vacations and additional coverage as required. In the event that a scheduled physician or support staff is unable to come in for or complete an assigned shift, the contractor shall provide replacement coverage **within 24 hours** and notify the Contracting Office Representative (COR) at the IHS immediately of schedule change.

Personnel Substitutions:

During the first ninety (90) calendar days of performance, the Contractor shall make NO substitutions of key personnel unless the substitution is necessitated by illness, death or termination of employment. The Contractor shall notify the CO, in writing, within 15 calendar days after the occurrence of any of these events and provide the information required below. After 90 days, the Contractor shall submit the information required below to the CO at least 15 calendar days prior to making any permanent substitutions.

The Government reserves the right to refuse acceptance of any Contractor personnel at any time after performance begins, if personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal complaints by patient or other staff members to designated Government representatives. Standards for conduct shall mirror those prescribed by current federal personnel regulations. Should the IHS Clinical Director or designee show documented clinical problems or continual unprofessional behavior/actions with any contract staff, s/he may request, without cause, immediate replacement of said contract staff.

The CO and COR shall deal with issues raised concerning Contract staff conduct. The final arbiter on questions of acceptability is the CO.

Contingency Plan:

Because continuity of care is an essential part of IHS WSU medical services, The Contractor shall have a contingency plan in place to be utilized if the contract staff leaves Contractor's employment or is unable to continue performance in accordance with the terms and conditions of the resulting contract.

3. Hours of Operation

IHS Business Hours:

Ambulatory Care Clinics are provided Monday through Friday, 8:00 am -5:00 pm, 52 weeks per year.

Work Schedule:

Coverage for the WSU shall be for 6 hours, 9:00 am (first scheduled appointment), 3:00 pm, performed once per week, 52 weeks per year as follows:

Patients must be seen by a contract staff on-site at WSU in a timely manner in accordance with IHS Rules and Regulations. Contractor shall notify the COR at least monthly about any obstacles to meeting this performance measure.

Contract staff shall be available and present in the Ambulatory Care Clinic during hours of responsibility, at WSU, which will be established, and may be revised, as deemed appropriate for patient care by the Clinical Director.

4. CONTRACTOR RESPONSIBILITIES

Clinical Personnel Required:

The Contractor shall provide a contract Physician, Nurse and Ultrasound Technician who are competent, qualified per this statement of work and adequately trained to perform assigned duties.

Contract staff shall be responsible for signing in and out when in attendance. Time sheets will be used to confirm hours/day and services provided against the contractor's invoices.

Standards of Care:

The contract staff's care shall cover the range of OB/GYN services as the health care treatment facility allows and the standard of care shall be of a quality, meeting or exceeding currently recognized national standards as established by:

American Congress of OB/GYN https://www.acog.org
IHS Manual https://www.ihs.gov/IHM/
The professional standards of The Joint Commission (TJC)
http://www.jointcommission.org/emergency_department/
The standards of Accreditation Association for Ambulatory Health Care (AAAHC)
https://www.aahc.org
The standards of the American Hospital Association (AHA)
http://www.hpoe.org/resources?show=100&type=8 and;

The requirements contained in this SOW

MEDICAL RECORDS

Authorities:

Contract physician and support staff providing healthcare services to IHS patients shall be considered as part of the Department Healthcare Activity and shall comply with the U.S.C.551a (Privacy Act), 38 U.S.C. 5701 (Confidentiality of claimants records), 5 U.S.C. 552 (FOIA), 38 U.S.C. 5705 (Confidentiality of Medical Quality Assurance Records) 38 U.S.C. 7332 (Confidentiality of certain medical records), Title

5 U.S.C. § 522a (Records Maintained on Individuals) as well as 45 C.F.R. Parts 160, 162, and 164 (HIPAA).

Disclosure:

Contract staff may have access to patient medical records: however, Contractor shall obtain permission from the IHS HIM before disclosing any patient information. Subject to applicable federal confidentiality or privacy laws, the Contractor, or their designated representatives, and designated representatives of federal regulatory agencies having jurisdiction over Contractor, may have access to IHSs' records, at IHS's place of business on request during normal business hours, to inspect and review and make copies of such records. The penalties and liabilities for the unauthorized disclosure of IHS patient information mandated by the statutes and regulations mentioned above, apply to the Contractor.

Professional Standards for Documenting Care:

Care shall be appropriately documented in medical records in accordance with standard commercial practice and guidelines established by IHS Manual and all guidelines provided by the IHS.

Release of Information:

The IHS shall maintain control of releasing any patient medical information and will follow policies and standards as defined, but not limited to Privacy Act requirements. In the case of the IHS authorizing the Contractor to release patient information, the Contractor in compliance with IHS regulations, and at his/her own expense, shall use IHS Form, Request for and Consent to Release of Information from Individual's Records, to process "Release of Information Requests". In addition, the Contractor shall be responsible for locating and forwarding records not kept at their facility. The IHS's Release of Information Section shall provide the Contractor with assistance in completing forms. Additionally, the Contractor shall use IHS Form, Request for and Authorization to Release Medical Records or Health Information, when releasing records protected by 38 U.S.C. 7332. Treatment and release records shall include the patient's consent form.

Direct Patient Care: 90% of the time involved in direct patient care.

Per the qualification section of this SOW, the Contractor shall provide the following staff:

Board Certified OB/GYN physician at WSU. The Contractor will be assigned to the IHS facility and report on-site to ensure the quality of the OB/GYN program.

Registered Ultrasound Technician at the WSU. The Contractor will be assigned to the IHS facility and report on-site to ensure the quality of the OB/GYN program.

Nurse (RN or LPN) at the WSU. The Contractor will be assigned to the IHS facility and report on-site to ensure the quality of the OB/GYN program.

Scope of Care: Contract staff (as appropriate and within scope of practice/privileging) shall be responsible for providing OB/GYN care, including, but not limited to :

Evaluation, Treatment and Management:

Employment of the principles of OB/GYN care.

Initial and follow-up evaluation, treatment and management for OB/GYN care encompassing, but not limited to gestation, childbirth, reproductive disorders, prenatal care, sexually transmitted diseases, paps, family planning and urinary stress incontinence.

Clinic: Contractor staff shall be present on time for any scheduled clinics as documented by physical presence in the clinic at the scheduled start time.

Consultation and Referral Responsibilities: Contractor physician shall provide consultation with and instruction to referring physicians regarding appropriate indications for procedures so that the most expeditious and clinically appropriate work-up can be done. Contractor physician shall determine the appropriate course of treatment and communicate in person or by phone with the referring clinicians.

Medications: Contractor physician shall follow all established medication policies and procedures. No sample medications shall be provided to patients.

ADMINISTRATIVE: 10% administrative time.

Quality Improvement Meetings:

The contract physician shall participate in continuous quality improvement activities and meetings with committee participation as required by the IHS Clinical Director or designee.

Staff Meetings:

The contract physician shall attend staff meetings as required by the IHS Clinical Director or designee. Contractor to communicate with COR on this requirement and report any conflicts that may interfere with compliance with this requirement.

QA/QI documentation:

The contract physician shall complete the appropriate QM/PI documentation pertaining to all procedures, complications and outcome of examinations.

Specialized EHR Documentation Procedures:

Patient documentation is completed using the Computerized Electronic Health Record (EHR).

Contract staff shall document care given and select appropriate Evaluation and Management (E&M) procedure codes in EHR. Documentation must be sufficient to support both the E&M and procedure codes. Documentation and coding functions must be completed by the end of each patient care encounter.

Patient Safety Compliance and Reporting:

Contract staff shall follow all established patient safety and infection control standards of care. Contract staff shall make every effort to prevent medication errors, falls, and patient injury caused by acts of commission or omission in the delivery of care. All events related to patient injury, medication errors, and other breeches of patient safety shall be reported to the COR, per IHS Safety Policy. As soon as practicable (but within 24 hours) Contractors shall notify COR of incident and submit to the COR the Patient Safety Report, following up with COR as required or requested.

Customer Service:

Contract staff shall refer all patient/customer service issues to the Ambulatory Care Lead Physician and/or Ambulatory Care Nurse Manager or designee.

Contractor - Provided Equipment:

The Contractor will provide an ultrasound machine for the use in providing services to patients. The machine will be maintained by the Contractor and stored on-site at the Wagner Indian Health Service facility at no cost to the Government.

5. PERFORMANCE STANDARDS, QUALITY ASSURANCE PLAN

Attachment 1.

6. GOVERNMENT RESPONSIBILITIES

Contract Administration/Performance Monitoring: After award of contract, all inquiries and correspondence relative to the administration of the contract shall be addressed to:

POINT OF CONTACT:
Dr. Antonio Padilla-Cedo
Clinical Director
Wagner Healthcare Center
111 Washington Ave. NW
Wagner, SD 57380
(605) 384-4858
Antonio.Padilla-Cedo@ihs.gov

COR – CONTRACT OFFICER REPRESENTIVE
Dwight Josh Janis, COR Level I
Budget Analyst
Wagner Healthcare Center
111 Washington Ave. NW
Wagner, SD 57380
(605) 384-4809
Dwight.Janis@ihs.gov

CO/CS RESPONSIBILITIES:

The Contracting Officer is the only person authorized to approve changes or modify any of the requirements of this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue any modification to include (but not limited to) terms affecting price, quantity or quality of performance of this contract.

The Contracting Officer or Contract Specialist shall resolve complaints concerning Contractor relations with the Government employees or patients. The Contracting Officer is final authority on validating complaints. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer without authority, no adjustment shall be made in the contract price to cover an increase in costs incurred as a result thereof.

In the event that contracted services do not meet quality and/or safety expectations, the best remedy will be implemented, to include but not limited to a targeted and time limited performance improvement plan; increased monitoring of the contracted services; consultation or training for

Contractor personnel to be provided by the IHS; replacement of the contract personnel and/or renegotiation of the contract terms or termination of the contract.

COR Responsibilities:

The COR shall be the IHS official responsible for verifying contract compliance. After contract award, any incidents of Contractor noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.

The COR will be responsible for monitoring the Contractor's performance to ensure all specifications and requirements are fulfilled. Quality Improvement data that will be collected for ongoing monitoring includes but is not limited to: enter data that may be collected.

The COR will maintain a record-keeping system of services by timesheets. The COR will review this data monthly when invoices are received and certify all invoices for payment by comparing the hours documented on the IHS record-keeping system and those on the invoices. Any evidence of the Contractor's non-compliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.

The COR will review and certify monthly invoices for payment. If in the event the Contractor fails to provide the services in this contract, payments will be adjusted to compensate the Government for the difference.

All contract administration functions will be retained by the IHS.

7. Government-Provided Equipment –

The Service Unit shall provide office space including a desk, chair and office supplies. The contractor will be authorized to use all areas of the medical treatment facility available to civil service and commissioned corps personnel in similar positions. The same restrictions apply to the contractor as any other Indian Health Service personnel to use these areas for official business activities only.

The contractor will be authorized to use all administrative and professional support available to Indian Health Service personnel and include all necessary OB/GYN equipment necessary for the Contractor to conduct his duties. This will include but not be limited to copy machines, telefax machines and telephone service. The same restrictions to use these items for official Indian Health Service business apply.

The contractor shall be provided with an orientation to the Indian Health Service. The initial orientation and continuing orientation shall be provided by service unit personnel.

The service unit shall provide all medical and non-medical equipment and supplies used by the Wagner IHS Health Center for the care and management of patients.

The service unit shall provide an ongoing method of monitoring and evaluation of the quality and appropriateness of patient care and identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable.

The service unit will not provide transcription services. Electronic Health Record (EHR) must be utilized for the Wagner IHS Health Center.

8. SPECIAL CONTRACT REQUIREMENTS

Reports/Deliverables: The Contractor shall be responsible for complying with all reporting requirements established by the Contract. The contractor shall be responsible for assuring the accuracy and

completeness of all reports and other documents as well as the timely submission of each. The contractor shall comply with contract requirements regarding the appropriate reporting formats, instructions, submission timetables, and technical assistance as required.

The following are brief descriptions of required documents that must be submitted by Contractor: upon award; weekly; monthly; quarterly; annually, etc. identified throughout the SOW and is provided here as a guide for Contractor convenience. If an item is within the SOW and not listed here, the Contractor remains responsible for the delivery of the item.

What	Submit as noted	Submit To
Quality Control Plan: Description and reporting reflecting the contractor's plan for meeting of contract requirements and performance standards	Upon proposal and as frequently as indicated in the performance standards.	Contracting Officer
Copies of any and all licenses, board certifications, NPI, to include primary source verification of all licensed and certified staff	Upon proposal and upon renewal of licenses and upon renewal of option periods or change of key personnel.	Contracting Officer
Certification that staff list have been compared to OIG list	Upon proposal and upon new hires.	Contracting Officer
Proof of Indemnification and Medical Liability Insurance	Upon proposal and upon renewals.	Contracting Officer
Certificates of Completion for Cyber Security and Patient Privacy Training Courses	Before receiving an account on IHS Network and annual training and new hires.	Contracting Officer
BLS Certification	Upon award and every two years after award.	Credentialing Coordinator
Contingency plan	Upon proposal and as updated	COR/Clinical Director

1. Billing:

HHSAR 352.232-71 Electronic Submission of Invoice Payment Requests (Feb 2022)

Definitions. As used in this clause – Payment request means a bill, voucher, invoice or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirement identified in FAR 32.905(b), "Content of Invoices" and the applicable payment clause included in this contract.

Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Department of Treasury Invoice Processing Platform (IPP) or successor

system. Information regarding IPP, including IPP Customer Support contact information, is available at https://www.ipp.gov or any successor site.

The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with HHS procedures.

If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

"Unless otherwise agreed to by the Contracting Officer per HHSAR 352.232-71 (c), the use of IPP shall take precedence over previously established invoice procedures."

In compliance with the Office of Management and Budget (OMB) M-15-19 memorandum "Improving Government Efficiency and Saving Taxpayer Dollars Through Electronic Invoicing" directing Federal agencies to adopt electronic invoicing as the primary means to disburse payment to vendors. Invoices submitted under any award resulting from this solicitation will be required to utilize the Invoice Processing Platform (IPP) in accordance with HHSAR 352.232-71, Electronic Submission and Processing of Payment Requests.

IPP is a secure, web-based electronic invoicing system provided by the U.S. Department of the Treasury's Bureau of the Fiscal Service, in partnership with the Federal Reserve Bank of St. Louis (FRSTL). If your organization is already registered to use IPP, you will not be required to re-register – however, we encourage you make sure your organization and designated IPP user accounts are valid and up to date.

The IPP website address is: https://ww.ipp.gov

If you require assistance registering or IPP account access, please contact the IPP Helpdesk at (866) 973-3131 (M-F 8AM to 6PM ET), or IPPCustomerSupport@fiscal.treasury.gov

Payment Adjustments/Performance Related Payment Deductions:

Invoices will be prorated for partial days/hours worked. The contractor shall be paid only for actual work performed onsite. The contract payment shall be adjusted at the end of each billing cycle for each invoice presented in accordance with actual performance.

Performance Deductions: If the contractor fails to meet the Acceptable Quality Level on any performance measure that references a deduction as a disincentive, the following method for calculating and applying the deduction shall be employed:

Describe the method of calculation, application (to include method and timing) for each deduction. The COR will prepare a contract discrepancy report and will notify the CO in the event the contractor failed to meet the AQL established for any performance measure. The CO will provide the contractor with the CDR and documentation (as appropriate) supporting the performance level of the contractor and the government's intent to apply the deduction in the following manner: 25% reduction of monthly invoice in accordance with section 5.1.2.4 under the Contract Administration/Performance Monitoring. The 25% reduction shall be applied to the next invoice billed. The contractor has thirty (30) days to respond if the contractor wishes to provide evidence that the AQL was met or to assert that the government's action or inaction prevented the Contractor from reaching performance at the AQL. The Contracting Officer shall make the final determination regarding the deduction after reviewing the contractor's response.

9. Glossary of Abbreviations and Acronyms

Policy/Handbooks: the contractor shall be subject to the following policies, including any subsequent updates during the period of performance:

- IHS Manual – "Health Care Service Standards"
- National Practitioner Data Bank Reports
- Credentialing and Privileging
- Health Information Management and Health Records
- Privacy Act of 1974 (5 U.S.C. 552a) as amended
– Wagner Service Unit Medical Staff Bylaws

Definitions/Acronyms- Terms used in this contract shall be interpreted as follows unless the context expressly requires a different construction and/or interpretation. In case of a conflict in language between the Definitions and other sections of this contract, the language in this section shall govern.

ACOG: American College of Obstetricians and Gynecologists

BLS: Basic Life Support

CCNE: Commission on Collegiate Nursing Education: www.aacn.nche.edu/accreditation

CDC: Centers for Disease Control and Prevention

CDR: Contract Discrepancy Report

CEU: Certified Education Unit

CME: Continuing Medical Education

CMS: Centers for Medicare and Medicaid Services

Contracting Officer (CO) – The person executing this contract on behalf of the Government with the authority to enter into and administer contracts and make related determinations and findings.

Contract Specialist (CS) – The person who is administering the contract on behalf of the Contracting Officer.

Contracting Officer's Representative (COR) – A person appointed by the CO to take necessary action to ensure the Contractor performs in accordance with and adheres to the specifications contained in the contract and to protect the interest of the Government. The COR shall report to the CO promptly any indication of non-compliance in order that appropriate action can be taken.

CPARS: Contractor Performance Assessment Reporting System

CPE: Contractor - Provided Equipment

Credentialing: Credentialing is the systematic process of screening and evaluating qualification and other credentials, including licensure, required education, relevant training and experience and current competence and health status.

DEA: Drug Enforcement Agency

FSMB: Federation of State Medical Boards

GPE: Government – Provided Equipment

HHS: Department of Health and Human Services

HIPAA: Health Insurance Portability and Accountability Act

HR: Human Resources

ISO: Information Security Officer

National Provider Identifier (NPI): NPI is a standard, unique 10-digit numeric identifier required by HIPAA. The Veterans Health Administration must use NPIs in all HIPAA-standard electronic transactions for individual (health care practitioners) and organizational entities (medical centers).

NLNAC: National League for Nursing Accrediting Commission. www.nlnac.org

Non-Contract Provider - any person, organization, agency, or entity that is not directly or indirectly employed by the Contractor or any of its subcontractors

NP: Nurse Practitioner

NPPES: National Plan and Provider Enumeration System

PA: Physician Assistant

POP: Period of Performance

PPD: Purified Protein Derivative

Privileging (Clinical Privileging): Privileging is the process by which a practitioner, licensed for independent practice; e.g., without supervision, direction, required sponsor, preceptor, mandatory collaboration, etc.; is permitted by law and the facility to practice independently, to provide specific medical or other patient care services within the scope of the individual's license, based upon the individual's clinical competence as determined by peer references, professional experience, health status, education, training and licensure. Clinical privileges must be facility-specific and provider-specific.

QASP: Quality Assurance Surveillance Plan

SOW: Statement of Work

VISTA (Veterans Integrated Systems Technology Architecture): A PC based system that will capture and store clinical imagery, scanned documents and other non-textual data files and integrates them into patient's medical record and with the hospital information system.

ATTACHMENT 1

QASP

The contractor will be evaluated in accordance with the following:

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored?
- How monitoring will take place.
- Who will conduct the monitoring?
- How monitoring efforts and results will be documented.

This QASP does not detail how the contractor accomplishes the work. Rather, the QASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the contractor through contract modification. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

2. GOVERNMENT ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

a. Contracting Officer (CO) – The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

b. Contracting Officer's Representative (COR) – The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the contractor's performance. The COR shall keep a quality assurance file. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf.

3. CONTRACTOR REPRESENTATIVES

The following employee(s) of the contractor serve as the contractor's program manager(s) for this contract.

Primary:

Alternate:

4. PERFORMANCE STANDARDS

Measures	Performance Requirement	Standard	Acceptable Quality Level	Surveillance Method	Incentive	Disincentive/Deduct
Provider Quality Performance	All contract providers(s) shall perform in accordance with clinical standards	100% of care provided within clinical standards of care	90%	OPPE	Favorable contactor performance evaluation.	Unfavorable contractor performance evaluation. Removal from contract until such time the contract physician (s) meet qualification standard.
Qualifications of Key Personnel	All contract providers (s) shall have current board certified/eligible in accordance with PWS requirements.	All (100%) contract physician(s) are board certified/eligible.	100% No deviations accepted.	Random Inspection of qualification documents	Favorable contactor performance evaluation.	Unfavorable contractor performance evaluation. Removal from contract until such time the contract physician (s) meet qualification standard.
Scope of Practice/Privileging	Contract provider(s) perform within their individual scopes of practice/privileging	All (100%) contract physician(s) perform within their scope of practice/privileges 100% of the time.	All (100%) contract physician(s) perform within their scope of practice/privileges 100% of the time. No deviations accepted.	Random Inspection of records during OPPE/FPPE.	Favorable contactor performance evaluation.	Unfavorable contractor performance evaluation. Removal from contract until such time the contract physician(s) meet qualification standard.
Patient Access	Contract physician(s) shall be available and in location as needed to properly perform tasks as specified.	All (100%) contract physician(s) are on time and available to perform services.	Contract physician(s) are on-time and available to perform services 90% of the time	Random inspection of Time and Attendance Sheets	Favorable contactor performance evaluation.	Unfavorable contractor performance evaluation
Patient Safety	Patient safety incidents shall to be reported using Patient Safety Report. All incidents reported immediately	All (100%) of patient safety incidents are reported using Patient Safety Report within 24	All (90%) of patient safety incidents are reported using Patient Safety Report within 24 hours of incident. No	Direct Observation	Favorable contactor performance evaluation.	Unfavorable contractor performance evaluation

	(within 24 hours.)	hours of incident.	acceptable deviation.			
Licensing, registration, and certification	Updated Licensing, registration and certification shall be provided as they are renewed. Licensing and registration information kept current.	All (100%) licensing, registration(s) and certification(s) for contract physician(s) shall be provided as they are renewed. Licensing and registration information kept current.	All (100%) licensing, registration(s) and certification(s) for contract physician(s) shall be provided as they are renewed. Licensing and registration information kept current. No acceptable deviation.	Periodic Sampling and Random Sampling	Favorable contactor performance evaluation.	Unfavorable contractor performance evaluation. Removal from contract until such time the contract physician(s) meet qualification standard.
Mandatory Training	Contractor shall complete all required training per IHS policy	All (100%) of required training is complete on time by contract physician(s).	90% completions, no deviations.	Periodic Sampling	Favorable contactor performance evaluation.	Suspension or termination of all physical and/or electronic access privileges and removal from contract until such time as the training is complete
Privacy, Confidentiality and HIPPA	Contractor is aware of all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPPA and complies with all standards Zero breaches of privacy or confidentiality	All (100%) contractor physician(s) comply with all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPPA	100% compliance; no deviations.	Contractor shall provide evidence of annual training required by IHS, reports violations per IHS Directive	Favorable contactor performance evaluation.	Immediate removal from contract

The contractor is responsible for performance of ALL terms and conditions of the contract. CORs will provide contract progress reports quarterly to the CO reflecting performance on this plan and all other aspects of the resultant contract. The performance standards outlined in this QASP shall be used to determine the level of contractor performance in the elements defined. Performance standards define desired services. The Government performs surveillance to determine the level of Contractor performance to these standards.

The Performance Requirements are listed below in Section 5. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the standard and assign a rating. At the end of the performance period, these ratings will be used, in part, to establish the past performance of the contractor on the contract.

5. METHODS OF QA SURVEILLANCE

Various methods exist to monitor performance. The COR shall use the surveillance methods listed below in the administration of this QASP.

a. DIRECT OBSERVATION. 100% surveillance:

b. PERIODIC INSPECTION. Inspections scheduled and reported quarterly per COR delegation or as needed. (For example, ten (10) randomly selected patient files will be reviewed per inspection period. All inspections and reports will be conducted in compliance with IHS Privacy and Information security standards.)

c. VALIDATED USER/CUSTOMER COMPLAINTS.

d. RANDOM SAMPLING. (For example, ten (10) randomly selected patient files will be reviewed per quarter. All reviews and reports will be conducted in compliance with IHS Privacy and Information security standards.)

e. Verification and/or documentation provided by Contractor.

6. RATINGS

Metrics and methods are designed to determine rating for a given standard and acceptable quality level. The following ratings shall be used:

7. RATINGS

Metrics and methods are designed to determine rating for a given standard and acceptable quality level. The following ratings shall be used:

EXCEPTIONAL: Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Note: *To justify an* ***Exceptional*** *rating, you should identify <u>multiple</u> significant events in each category and state how it was a benefit to the GOVERNMENT. However a singular event could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.*

VERY GOOD: Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Note: *To justify a* ***Very Good*** *rating, you should identify a significant event in each category and state how it was a benefit to the GOVERNMENT. Also there should have been NO significant weaknesses identified.*

SATISFACTORY:

Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Note: *To justify a* ***Satisfactory*** *rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. Also there should have been NO significant weaknesses identified.*

MARGINAL:

Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

Note: *To justify* ***Marginal*** *performance, you should identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. A* ***Marginal*** *rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g. Management, Quality, Safety or Environmental Deficiency Report or letter).*

UNSATISFACTORY:

Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element being assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

Note: *To justify an* ***Unsatisfactory*** *rating, you should identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. However, a singular problem could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An* ***Unsatisfactory*** *rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g. Management, Quality, Safety or Environmental Deficiency Reports, or letters).*

8. DOCUMENTING PERFORMANCE

a. The Government shall document positive and/or negative performance. Any report may become a part of the supporting documentation for any contractual action and preparing annual past performance using CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR).

b. If contractor performance does not meet the Acceptable Quality level, the CO shall inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the CO shall document the discussion and place it in the contract file. When the COR and the CO determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to CO. The CO will in turn review and will present to the contractor's program manager for corrective action.

The contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the contractor has to present this corrective action plan to the CO. The Government shall review the contractor's corrective action plan to determine acceptability. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment. The CO is ultimately responsible for the final determination of the adequacy of the contractor’s performance and the acceptability of the Contractor’s corrective action plan.

Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO. See Sample CDR below.

CONTRACT DISCREPANCY REPORT		
1. CONTRACT NUMBER	2. REPORT NUMBER FOR THIS DISCREPANCY	
3. TO: *(Contracting Officer)*	4. FROM: *(Name of COR)*	
5. DATES		
a. CDR PREPARED	b. RETURNED BY CONTRACTOR:	c. ACTION COMPLETE
6. DISCREPANCY OR PROBLEM *(Describe in detail. Include reference to PWS Directive; attach continuation sheet if necessary.)*		
7. SIGNATURE OF COR		Date:
8. SIGNATURE OF CONTRACTING OFFICER		Date:
9a. TO *(Contracting Officer)*	9a. FROM *(Contractor)*	
10. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. *(Cite applicable quality control program procedures or new procedures. Attach continuation sheet(s) if necessary.)*		

11. SIGNATURE OF CONTRACTOR REPRESENTATIVE	Date:
12. GOVERNMENT EVALUATION. *(Acceptance, partial acceptance, reflection. Attach continuation sheet(s) if necessary.)*	
13. GOVERNMENT ACTIONS *(Acceptance, partial acceptance, reflection. Attach continuation sheet(s) if necessary.)*	

14. CLOSE OUT

	NAME	TITLE	SIGNATURE	DATE
CONTRACTOR NOTIFIED				
COR				
CONTRACTING OFFICER				

8. FREQUENCY OF MEASUREMENT

a. Frequency of Measurement. The frequency of measurement is defined in the contract or otherwise in this document. The government (COR or CO) will periodically analyze whether the frequency of surveillance is appropriate for the work being performed.
b. Frequency of Performance Reporting. The COR shall communicate with the Contractor and will provide written reports to the Contracting Officer quarterly (or as outlined in the contract or COR delegation) to review Contractor performance.