SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE	OF
IHS1419131	1	10

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
V797D-40126	12/21/2020	75H71021F80266		

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	ROXANNE FRANKLIN	928-697-4023	

9. ISSUED BY — CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:

☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)

NAICS: 561320
SIZE STANDARD: $30.0

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
☒ SEE SCHEDULE	IHS NET 30P	☐		☐RFQ ☐IFB ☐RFP

15. DELIVER TO — CODE 25

KAYENTA HEALTH CENTER
US Highway 160
South of Mile Post 394.3
Kayenta AZ 86033

16. ADMINISTERED BY — CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

17a. CONTRACTOR/ OFFEROR — CODE 159348 — FACILITY CODE

AB STAFFING SOLUTIONS, LLC 159348
AB STAFFING SOLUTIONS, LLC
3451 SOUTH MERCY ROAD
GILBERT AZ 85297

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY — CODE IHSNAVAJO

IHSNAVAJO
P.O. BOX 9020
WINDOW ROCK AZ 86515

☐ 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☒ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This is a Non Personal Service task order issued against VA contract number V797D-40126, cited in block no. 2 of page 1. The Contractor shall provide Licensed Physician healthcare providers in the delivery of patient care to the Kayenta Health Center Emergency Department in Kayenta, Arizona in accordance with the Performance Work Statement (PWS) directly related to this position description. *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
2021.J54048K.25223

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
$1,249,776.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.
☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
Margaret Shirley-Dn

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		MARGARET J. SHIRLEY-DAMON	12/21/2020

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	********** NOTE TO VENDOR: Please reference the Purchase Order Number listed in Block #4 on all invoices related to this order. **********				
	Delivery: 06/30/2021 Appr. Yr.: 2021 CAN: J54048K Object Class: 25223 Period of Performance: 01/01/2021 to 06/30/2021				
1	EMERGENCY DEPARTMENT PHYSICIAN SERVICES				1,249,776.00
	All-Inclusive Hourly Rate: (b) (4)				
	The selected Contractor's provider(s) will be subject to a pre-employment fingerprint check and background investigation. The selected Contractor's provider(s) are required to acquire pre-security and fingerprint clearance prior to beginning their tour of duty and incurring costs. The hourly rate listed herein is an All Inclusive Rate, meaning the Contractor is responsible for all costs associated with providing said				

Continued ...

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	services, i.e. travel, per diem, lodging/housing, etc. . If Government housing becomes available, the provider shall contact the Kayenta Health Center Housing Services Department, and make rental/payment arrangements; telephone number (928) 697 ? 5010. The Contractor is responsible for all applicable Federal, State and Local Taxes. Administrative Contracting Officer (CO): Roxanne Franklin, Contract Specialist, (928) 697-4023, Roxanne.Franklin@ihs.gov. Per FAR 2.101(b) the Contracting Officer (CO): only individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. Also is the only individual to authorize modifications to contracts and/or terms and conditions. Per FAR Subpart 1.602-2(d), the CO determines that this order requires a Contracting Officer Representative (COR). Contracting Officers Representative (COR): DeeAndra Salabye, Acting Chief Contracting Officer, Telephone: (928) 871-1317, DeeAndra.Salabye@ihs.gov. COR: is primarily responsible for monitoring the technical progress including surveillance and assessment of performance under this task order. **INVOICE SUBMISSION: the Contractor shall submit an original invoice in accordance with FAR 52.212-4(g) Addendum: Shall submit invoices in format stated in 52.212-4(g) and email to the following individuals: Kayenta Health Center ATTN: Financial Management Team P.O. Box 1276 Kayenta, AZ 86033 KSU Finance Department: NAV_KAYKayentaSUFina@ihs.gov. Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Acquisition Buyer, Contract Specialist: Roxanne.Franklin@ihs.gov. The Contractor is required to mail invoices, but in addition, the Contractor may also email invoices to the following address: NAV_KAYKayentaSUFina@ihs.gov. Questions regarding payments, contact Finance at (928) 697-4386/4389. Additionally, the Contractor is required to include its Data Universal Numbering System (DUNS) number on each invoice. For additional information about the Dun & Bradstreet (D&B) DUNS number, please visit http://fedgov.dnb.com/webform. Invoices shall be submitted in accordance with the contract terms, i.e. payment schedule, progress payments, partial payments, deliverables, etc. All information set forth in FAR Clause 52.212-4(g), Invoice, must be included in all invoices for it to constitute a proper invoice. In accordance with OMB Memorandum, M-11-32, Agencies shall make payments to small businesses as soon as practicable, with the goal of making payments within 15 days of receipt of a proper invoice. If a small business contractor is not paid within this (15 day) accelerated period, the contractor will not be given a late-payment interest penalty. Interest penalties, as prescribed by the Prompt Payment Act, remain unchanged by means of this memorandum. All small businesses shall label all invoices as Small Business. Additionally, in accordance with OMB Memorandum, M-12-16, all prime contractors are encouraged to disburse funds received from the Federal Government to their small business subcontractors in a prompt manner. To assist prime contractors in expediting contractor payments to small business subcontractors, Agencies shall, to the full extent permitted by law, temporarily establish an earlier, accelerated date for making agency payments to all prime contractors. Consistent with OMB Memorandum M-11-32 above, Agencies shall have a goal of paying all prime Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	contractors within 15 days of receiving proper documentation. In an effort to support small business growth, drive economic activity and job creation, the Contractor is encouraged to accelerate payments to their small business subcontractors. In accordance with the requirements of the Debt Collection Improvement Act of 1996, all payments under this order will be made by electronic funds transfer (EFT). The Contractor shall provide financial institution information to the Finance Office designated above in accordance with FAR 52.232-33 Payment by Electronic Funds Transfer System for Award Management. Pre-Security/Fingerprinting must be cleared prior to starting tour of duty and incurring costs. If contractor?s provider is selected, then the Contractor and provider shall provide the following Pre-Security/Fingerprinting documents. 1) Complete Resume 2) OIG Clearance 3) Licenses/Certifications (ACLS, PALS, BLS, TNCC, Diplomas etc.) 4) Copy of school transcripts 5) Declaration of Federal Employment (Typed/Original Signature) 6) Child Addendum (Typed/Original Signature) 7) OFI Form 86C 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011) (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201. (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government: Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(1) When no longer needed for contract performance. (2) Upon completion of the Contractor employees employment. (3) Upon contract completion or termination. (c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements. (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractors employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer. 52.237-7 Indemnification and Medical Liability Insurance (Jan 1997) (a) It is expressly agreed and understood that this is a nonpersonal 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 Contractors professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: $1,000,000 per occurrence; $3,000,000 aggregate. (b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	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 Governments 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 Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

insurance.

Department of Health and Human Services
Applicable Clauses:
352.202-1 Definitions. (JAN 2006)
352.224-70 Privacy Act (DEC 2015)
352.226-1 Indian Preference (DEC 2015)
352.226-2 Indian Preference Program (DEC 2015)
352.237-70 Pro-Children Act. (Dec 2015)

352.237-71 Crime Control Act of 1990-Reporting of Child Abuse (Dec 2015)
(a) Public Law 101-647, also known as the Crime Control Act of 1990 (Act), imposes responsibilities on certain individuals who, while engaged in a professional capacity or activity, as defined in the Act, on Federal land or in a federally-operated (or contracted) facility, learn of facts that give the individual reason to suspect that a child has suffered an incident of child abuse.
(b) The Act designates covered professionals as those persons engaged in professions and activities in eight different categories including, but not limited to, teachers, social workers, physicians, dentists, medical residents or interns, hospital personnel and administrators, nurses, health care practitioners, chiropractors, osteopaths, pharmacists, optometrists, podiatrists, emergency medical technicians, ambulance drivers, alcohol or drug treatment personnel, psychologists, psychiatrists, mental health professionals, child care workers and administrators, and commercial film and photo processors. The Act defines the term child abuse as the physical or mental injury, sexual abuse or exploitation, or negligent treatment of a child.
(c) Accordingly, any person engaged in a covered profession or activity under an HHS contract or subcontract, regardless of the purpose of the contract or subcontract, shall immediately report a suspected child abuse incident in accordance with the provisions of the Act. If a child is suspected of being harmed, the appropriate State Child Abuse Hotline, local child protective services (CPS), or law enforcement agency shall
Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

be contacted. For more information about where and how to file a report, the Childhelp USA, National Child Abuse Hotline (1-800-4-A-CHILD) shall be called. Any covered professional failing to make a timely report of such incident shall be guilty of a Class B misdemeanor.
(d) By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Act. The Act also applies to all applicable subcontracts awarded under this contract. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Act.

352.237-72 Crime Control Act of 1990-Requirement for Background Checks (Dec 2015)
(a) Public Law 101-647, also known as the Crime Control Act of 1990 (Act), requires that all individuals involved with the provision of child care services to children under the age of 18 undergo a criminal background check. Child care services include, but are not limited to, social services, health and mental health care, child (day) care, education (whether or not directly involved in teaching), and rehabilitative programs. Any conviction for a sex crime, an offense involving a child victim, or a drug felony, may be grounds for denying employment or for dismissal of an employee providing any of the services listed above.
(b) The Contracting Officer will provide the necessary information to the Contractor regarding the process for obtaining the background check. The Contractor may hire a staff person provisionally prior to the completion of a background check, if at all times prior to the receipt of the background check during which children are in the care of the newly-hired person, the person is within the sight and under the supervision of a previously investigated staff person.
(c) By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Act. The Act also applies to all applicable subcontracts awarded under this
Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	contract. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Act. Health Insurance Portability and Accountability Act (HIPAA) The Indian Health Service (IHS) is required to comply with HIPAA in the provision of health care to IHS patients. HIPAA was implemented by the U.S. Department of Health and Human Services, Office of Civil Rights, under the Code of Federal Regulations, Part 160 and 164. Accordingly, all health care providers, including contracted health care providers are required to comply with HIPAA requirements (Full text will be furnished upon request). ADDITIONAL APPLICABLE FEDERAL ACQUISITION CLAUSES 52.204-7 System Award Management (Oct 2018) 52.209-5 Certification Regarding Responsibility Matters (Oct 2015) 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony conviction under any Federal Law (Feb 2016) 52.212-4 Contract Terms and Conditions-Commercial Items (Oct 2018) 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Items (Oct 2020) 52.224-1 Privacy Act Notification (Apr 1984) 52.224-2 Privacy Act (Apr 1984) 52.229-3 Federal, State, and Local Taxes (Feb 2013) 52.232-18 Availability of Funds (APR 1984) 52.232-33 Payment by Electronic Funds Transfer System for Award Management (Jul 2013) 52.232-40 Providing Accelerated Payments to Small Business Sub-Contractors (Dec 2013) 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Aug 1984) LIST OF ATTACHMENTS: -Performance Work Statement (PWS) ?ER1124 The total amount of award: $1,249,776.00. The obligation for this award is shown in box 26.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00001	See Block 16C	IHS1427992	

6. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

AB STAFFING SOLUTIONS, LLC 159348
AB STAFFING SOLUTIONS, LLC
3451 SOUTH MERCY ROAD
GILBERT AZ 85297

CODE 159348 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
V797D-40126
75H71021F80266

10B. DATED *(SEE ITEM 13)*
12/21/2020

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
2021.J54048K.25223

Net Increase: $1,832,600.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

LIST OF CHANGES:
Reason for Modification: Other Administrative Action
Period Of Performance End Date changed from 30-JUN-21 to 31-DEC-21
Total Amount for this Modification: $1,832,600.00
New Total Amount for this Version: $1,832,600.00
New Total Amount for this Award: $3,082,376.00
Obligated Amount for this Modification: $1,832,600.00
New Total Obligated Amount for this Award: $3,082,376.00

Discount Terms: IHS NET 30P
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		MARGARET J. SHIRLEY-DAMON	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	05/04/2021

NAME OF OFFEROR OR CONTRACTOR
AB STAFFING SOLUTIONS, LLC 159348

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 Appr. Yr.: 2021 CAN: J54048K Object Class: 25223 Period of Performance: 01/01/2021 to 12/31/2021				
2	Physician Services All-Inclusive Hourly Rate: (b)(4) [redacted]				1,832,600.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00002	See Block 16C	IHS1443098	

6. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

AB STAFFING SOLUTIONS, LLC 159348
AB STAFFING SOLUTIONS, LLC
3451 SOUTH MERCY ROAD
GILBERT AZ 85297

CODE 159348 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
V797D-40126
75H71021F80266

10B. DATED *(SEE ITEM 13)*
12/21/2020

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
2022.J54048K.25223 Net Increase: $59,290.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* FAR 52.212-4(c) Changes

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

IPP Reportable Flag: N IPP Exception Reason: OTHER AREAS
MODIFICATION P00002

Reason for Modification: Other Administrative Action

THIS PURCHASE ORDER IS HEREBY MODIFIED TO MAKE THE FOLLOWING CHANGE(S):
- Extend the Period of Performance.
- Add additional funding.

Period Of Performance End Date changed from 31-DEC-21 to 31-JAN-22
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		DEEANDRA SALABYE	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	16C. DATE SIGNED 12/21/2021

NAME OF OFFEROR OR CONTRACTOR
AB STAFFING SOLUTIONS, LLC 159348

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Total Amount for this Modification: $59,290.00 New Total Amount for this Version: $59,290.00 New Total Amount for this Award: $3,141,666.00 Obligated Amount for this Modification: $59,290.00 New Total Obligated Amount for this Award: $3,141,666.00 Contracting Officer changed from MARGARET J SHIRLEY-DAMON to DEEANDRA SALABYE Discount Terms: HHS NET 30P Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 Appr. Yr.: 2022 CAN: J54048K Object Class: 25223 Period of Performance: 01/01/2021 to 01/31/2022				
3	PHYSICIAN SERVICES ALL-INCLUSIVE HOURLY RATE: (b)(4) [redacted] TERMS & CONDITIONS REMAIN UNCHANGED.				59,290.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00003	See Block 16C		

6. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

AB STAFFING SOLUTIONS, LLC 159348
AB STAFFING SOLUTIONS, LLC
3451 SOUTH MERCY ROAD
GILBERT AZ 85297

CODE 159348 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
V797D-40126
75H71021F80266

10B. DATED *(SEE ITEM 13)*
12/21/2020

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

Net Decrease: -$13,040.44

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* FAR 4.804-1 DEOBLIGATION AND CLOSE OUT

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

UEI: MKNJPM6CKSP9
MODIFICATION P0003:

LIST OF CHANGES:

Reason for Modification: Funding Only Action
Total Amount for this Modification: -$13,040.44
New Total Amount for this Version: $3,128,625.56
New Total Amount for this Award: $3,128,625.56
Obligated Amount for this Modification: -$13,040.44
New Total Obligated Amount for this Award: $3,128,625.56
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		TANYA M. JOHNSON	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	16C. DATE SIGNED 11/20/2023

NAME OF OFFEROR OR CONTRACTOR
AB STAFFING SOLUTIONS, LLC 159348

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Buyer changed from ROXANNE R FRANKLIN to DAISHA G RICHARDS Contracting Officer changed from DEEANDRA SALABYE to TANYA M JOHNSON Contracting Officer Representative changed from DEEANDRA SALABYE to IHS CORNOTREQUIRED CHANGES FOR LINE ITEM NUMBER: 2 Total Amount changed from $1,832,600.00 to $1,819,559.56 Obligated Amount for this Modification: -$13,040.44 CHANGES FOR DELIVERY LOCATION: IHSKAYENTA Amount changed from $1,832,600.00 to $1,819,559.56 CHANGES FOR ACCOUNTING CODE: 2021.J54048K.25223 Amount changed from $1,832,600.00 to $1,819,559.56 Discount Terms: HHS NET 30P Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 Period of Performance: 01/01/2021 to 01/31/2022				

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1.0 GENERAL:

This performance work statement describes the requirements of a non-personal service contract for the provision of EMERGENCY PHYSICIAN SERVICES for the Indian Health Services (IHS), Navajo Area Indian Health Service (NAIHS), and Kayenta Health Center (KHC) emergency department. The contractor shall provide a physician to cover these services at a fixed hourly rate.

1.1 BACKGROUND:

The IHS is the agency within the Department of Health and Human Services responsible for providing federal healthcare services to American Indians and Alaska Natives. The IHS is the principal federal health care provider and health advocate for Indian people and its goal is to raise their health status to the highest possible level. The IHS provides a comprehensive health service delivery system for approximately 1.9 million American Indians and Alaska Natives who belong to 564 federally recognized tribes in 35 states. The goal is to insure comprehensive and quality Emergency Physician services are available to the community served by KHC.

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

The KHC Emergency Department (ED) is currently a free-standing ED, without a local hospital, at a site shared with clinics providing outpatient services. The ED is in operation 24 hours a day, 7 days a week, 365 days per year. In July 2016, KHC moved into a new facility, and ED visits have increased steadily and reached slightly above 1800 in CY2019 or about 1500 patients a month. In the near future, an in-patient unit is expected to open, and the ED will no longer be free-standing but a component of a short stay hospital.

1.2 SCOPE:

The Contractor shall provide Family medicine physician services in accordance with section 5.0, performance based requirements.

1.2.1 Duties and responsibilities will encompass outpatient Emergency Medicine services to IHS patients. The contractor reports to the emergency department supervisor physician.

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

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

1.3 APPLICABLE DOCUMENTATION:

1.3.1 Section 231 of Public Law 101-6&7, the Crime Control Act of 1990.

1.3.2 Section 4087 of Public Law 101-630, the Indian Child Protection and Family Violence Act.

1.3.3 Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI).

1.3.4 Privacy Act of 1974.

1.3.5 Service Unit and Health Center Policies, Procedures and Protocols.

1.3.6 Public Law 102-573, Indian Health Care Improvement Act, Section 222

1.3.7 42 Code of Federal Regulations (CFR) 136.11-136.21 Contract Health Care Services.

1.3.8 Public Law 93-638, Indian Self-Determination Act

2.0 DEFINITIONS:

2.1 Acceptance: An authorized representative of the Government has inspected and agreed that the work meets all requirements of this contract, to include documentation requirements

2.2 Advanced Life Support (ALS): Emergency medical care for sustaining life, including defibrillation, airway management, and drugs and medications.

2.3 Advanced Life Support for Obstetrics (ALSO): An advanced level of hospital care and procedures to effectively manage potential emergencies during the perinatal period.

2.4 Approval: The Government has reviewed submittals, deliverables, or administrative documents (e.g., insurance certificates, installation schedules, planned utility interruptions, etc.) and has determined the documents conform to contract or contract requirements. Government Approval shall not relieve the Contractor from responsibility for complying with contract requirements.

2.5 Active Labor: Contractions less than (<) 5 minutes apart and/ or greater than (>) 4 cm dilation.

2.6 Award Term Plan: Relative to Performance Based Contracting and rewarding the Contractor for satisfactory performance with option of contract term extension.

2.7 Basic Life Support (BLS): A specific level of pre-hospital medical care provided by trained and certified responders, including Emergency Medical Technicians (EMTs). BLS consists of a number of life-saving techniques e.g. the use of airway adjuncts such as respirators, emergency oxygen therapy; application of Cardiopulmonary resuscitation and other non-invasive emergency procedures.

2.8 CMS: Centers for Medicare & Medicaid Services.

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

2.10 Contracting Officer Representative (COR): A federal employee who assists the ordering/issuing activity-contracting officer in the administration of task orders issued under this contract. The PO is primarily responsible for the day-to-day program management of the ordering activity's task or delivery orders.

2.11 Contractor: The individual/company awarded this contract.

2.12 CPARS: Contractor Performance Assessment Reporting System**.** A web-enable system with electronic workflow that reports and rates Contractor performance.

2.13 EHR: Electronic Health Record

2.14 Eligible Beneficiaries: Services will be made available, as medically indicated to persons of Indian descent belonging to the Indian community served by the local facilities and program. Services will also be made available, as medically indicated, to a non-Indian woman pregnant with an eligible Indian's child but only during the period of her pregnancy through postpartum (generally about six weeks after delivery)

2.15 EMTALA: Emergency Medical Treatment And Labor Act

2.16 Emergency Medical Service (EMS): Those services that do qualify for basic life support or advance life support.

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

2.18 Health insurance portability and accountability act (HIPAA) - Acronym that stands for the Health Insurance Portability and Accountability Act, a US law designed to provide privacy standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals and other health care providers. Developed by the Department of Health and Human Services.

2.19 IHS PRC eligible beneficiaries – Services will be made available, as medically indicated to persons of Indian descent belonging to an Indian community served by the local facilities and program. Services will also be made available, as medically indicted, to a non-Indian woman pregnant with an eligible Indian's child but only during the period of her pregnancy through postpartum (generally about 6 weeks after delivery.)

2.20 Inter-facility: Between two health facilities.

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

2.22 Ordering Activity Contracting Officer: An employee of IHS authorized and warranted to issue task orders and to make subsequent task order modification(s) under this contract. The Ordering Activity CO has the authority to make initial determinations on all matters of dispute regarding task orders.

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

2.24 Purchased/Referred Care (PRC): Health Services provided at the expense of the Indian Health Service (IHS) provided by public or private medical or hospital facilities other than those of the service.

2.25 Quality Assurance Surveillance Plan (QASP): An organized written document prepared and used by the Government for Quality Assurance surveillance of the contractor's performance.

2.26 RN: means the same as a Registered Nurse.

2.27 Root Cause: A situation where performance does not meet expectations. Cause

suggests responsibility or a factor to blame for a problem.

2.28 Sentinel Event: An event/incident that is unique and not planned for. JCAHO definition: unexpected occurrence resulting in death or serious physical injury or the risk there of.

2.29 Service Unit: A facility that houses Service Unit administrative staff and is responsible for the administration, coordination, and implementation of the Indian Health program/s in a designated geographic portion of the Area.

2.30 Task Order: An order issued in accordance with the terms of the contract and ordering activity's specific requirements. An ordering activities written order to obtain services, at a minimum will include the following where applicable: description of services, skill categories, hours, price, period of performance, contract number, and the ordering activities task or delivery order number.

2.31 Verifiable Emergency: An unexpected/unplanned episode requiring valid documentation to confirm the occurrence.

3.0 GOVERNMENT FURNISHED INFORMATION, PROPERTY AND SERVICES:

3.1 Information: Government unique information related to this requirement, which is necessary for Contractor performance, will be made available to the Contractor. The Contracting Officer or designee will be the point of contact for identification of any required information to be supplied by the Government. The contract physicians must complete orientation (typically 8 hours) prior to working in the Emergency Department.

3.2 Joint Use by the Government and the Contractor: The Government will provide, for joint use by the Government and the Contractor, all necessary equipment, supplies, and clinic space to perform the services under this contract.

3.3 Contractor Exclusive Use:

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

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

4.0 CONTRACTOR FURNISHED INFORMATION, PROPERTY AND SERVICES:

4.1 Electronic Prescribing of Controlled Substances Token

Arizona will require electronic prescription of controlled substances starting Jan 1st 2020. To comply with that mandate, KSU has initiated Electronic Prescribing of Controlled Substances (EPCS). EPCS requires providers to use a digital signing token as a component of the "two-factor" identification.

Effective January 1st 2021, KSU will require that all contracting providers possess a digital signing token for EPCS use. This will now be considered a requirement for employment; KSU will no longer purchase them for contractors.

KSU recommends IdenTrust as a source for the digital signing token. The cost is approximately $175; however the good news is that the token will be valid for two years and also it can be used at other IHS facilities who use the same EHR/RPMS system (i.e. you do NOT need to purchase additional tokens if you contract at other IHS facilities).

Information and instructions for obtaining a digital signing token from IdenTrust will be provided to each provider prior to their orientation by the Pharmacy. To simplify this process, once the contractor has their security profile verified and receives their token from IdenTrust, KSU can complete the token initialization process when the contractor arrives on site.

5.0 PEFORMANCE-BASED REQUIREMENTS:

The Contractor shall provide Emergency Physician Services for the Emergency Department at the Kayenta Health Center. The following are the elements of service called for under this contract. This PBSOW describes the desired service outcome; in their proposal, the Contractor shall specify how each outcome is to be achieved, including relevant logistics, and contingency plans to achieve each element in case of unforeseen circumstances. The Contractor's performance will be evaluated in accordance with the standards set forth in the Performance-based Matrix of paragraph 8.0.

5.1 The Contractor performed Emergency Physician Services

5.1.1 Kayenta Health Center needs Emergency Department operates 24 hours a days with 48 hours of physician services each day. That is a total need of 17,520 total hours a year, which is a combination of IHS or PHS employee and contract physician's hours. The contract hours needed will could increase or decrease if there is a change in the number of permanent KHC ED physicians. The hours for each shift may change according to the needs of the ED and its patient population.

5.1.2 In addition to at least one physician on duty in the KHC-ED, there must always be a second physician available for back-up at all times, on all days. During double coverage hours, the second physician on duty in the ED may serve as the backup physician, but during single coverage hours, there must always be at least one other Contract physician immediately available to come in to provide backup. This is normally covered by the Evening shift provider but can be covered by another if arranged ahead of time with the Department Supervisor.

5.1.3 While emergency medicine residency training is not required of all providers (see Qualification Requirements), it is recommended that at least one of the physicians working during each 24-hour period must be emergency medicine residency-trained. .The ED physicians must provide back up for each other in the event of major emergencies, such as multi-victim trauma, overwhelming patient volume, and obstetrical emergencies, where additional help assures better patient care and throughput. This occurs most frequently with women in labor who are deemed safe to transport to a higher level of care but who may require medical support in the event of a precipitous delivery. Callback is expected in these situations because the ER cannot be left without physician coverage.

5.1.4 The contractor's plan should include a strategy for sufficient physician coverage to meet patient needs (including seasonal volume changes), be available at all times for callbacks, provide support in the event of major emergencies, and to cover unanticipated gaps in ER physician coverage (that is, those caused by flight delays and so forth). To meet these needs, there must never be a time when there is only one Contract physician in Kayenta. In addition to at least one physician on duty in the KHC-ED, there must always be at least a second physician available for back-up at all times, on all days. During double coverage hours, the second physician on duty in the ED may serve as the backup physician, but during single coverage hours, there must always be at least one other Contract physician immediately available to come in to provide backup. Exceptions are only acceptable if alternative arrangements are previously made with and approved by the KHC-ED Medical Director or KHC Clinical Director.

5.1.5 New-provider orientation and training may be scheduled for 1-5 days. A portion of the orientation will be on-line learning to be completed before the arrival of the physician.

5.1.6 Kayenta is open to considering a variety of staffing models, but no physician should be scheduled for more than a 12-hour shift or back-to-back shifts without time for rest and recovery.

5.1.7 The contractor shall communicate with the medical control for the Navajo Nation Emergency Medical Service and with the Ground Transport contractor stationed in Kayenta, AZ, and in accordance with KHC policies and procedures as needed.

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5.2 **Work Schedule:**

ED shifts currently run from 7 AM to 7 PM (day shift), 7 PM to 7 AM (night shift), 9 AM to 9 PM (morning) and 2 PM to 2 AM. (evening). There is frequently an additional 11 AM to 11 PM (swing shift) to provide extra coverage for the busiest hours.and 11 AM to 10 PM (swing shift) to provide double coverage for the busiest hours. All services shall be provided on an as needed basis as scheduled by the ED Department supervisor or appointee.

6.0 **Qualification Requirements:** The Contactor shall meet the following requirements throughout the term of the contract.

6.1 **Experience.** The Contractor shall provide physicians to perform the necessary medical care for patients in a variety of emergency department situations such that at least one physician is on duty at the KHC-ED at all hours of all shifts. The Contractor physicians shall provide immediate medical evaluation, examination, diagnosis, treatment, and/or referral of patients who present for care in the KHC emergency services area. The Contractor physician shall provide professional advice to personnel in emergency situations with regard to professional management of patients being treated and/or hospitalized. Contractor physician care shall cover the range of emergency department care typically provided in a rural civilian practice of similar size. The following list is an example of the types of cases, but is not all-inclusive:

A. Major trauma, including fractures of multiple extremities, stab wounds, open wounds of the chest and abdomen, head trauma, suspected spine injuries, lacerations, amputations;
B. Major medical emergencies such as cardiac arrest, myocardial infarction, respiratory failure, shock, diabetic ketoacidosis;
C. Obstetrical emergencies such as deliveries of single or multiple births, acute pregnancy complications, vaginal bleeding;
D. Pediatric emergencies
E. Acute psychiatric problems, including suicide attempts
F. Lower-acuity complaints including viral illnesses, other infections, minor orthopedic problems, minor trauma, alcohol abuse;
G. The contracted physician shall be responsible providing Emergency Department coverage for the inpatient service once established until the inpatient physician becomes available.
H. External cardiac pacing, endotracheal intubation with the use of appropriate anesthesia, procedure sedation, thoracentesis, tube and/or needle thoracotomy, cricothyrotomy, vaginal delivery, peritoneal lavage, laceration repair, reduction and stabilization of fractures and dislocations, arthrocentesis, paracentesis, lumbar puncture, intraosseous cannulation, use of ultrasound for the FAST

exam, limited interpretation of radiographs, ultrasounds, and CT studies, electrocardiograms and administration of thrombolytics.

62 **Quality of care by physicians:** Contractor physicians shall practice in adherence to typical standards and guidelines as defined by, but not limited to, KSU Governing Board bylaws, KHC Medical Staff bylaws, rules, policies and procedures, KHC ED policies and procedures, Indian Health Service, Centers for Medicare and Medicaid Services (CMS), the Joint Commission (TJC), applicable state licensure boards, and applicable federal authorities (e.g., IHS, DEA, etc.)

63 **Documentation of care by physicians:** Contract physicians shall generate and maintain proper medical record information on beneficiaries to whom treatment is provided in accordance with Indian Health Service (IHS), TJC, and CMS regulations. The Contractor physician shall prepare all medical record documentation to meet or exceed the established standards of the IHS facility to include, but not limited to: timeliness, legibility, accuracy, content, and signature. Contractor physicians shall complete all third party reimbursement forms. All medical record information and documentation generated in the performance of this contract must be completed at the time of departure and will remain the property of and subject to the exclusive control of the IHS. The contractor physician is responsible for following up all ordered laboratory and x-ray tests. Contract physicians are expected to use the Electronic Health Records for entry of their documentation where applicable. The Health Information Department shall be notified in advance of the contractor providers last workday. Failure to properly complete medical record documentation before leaving may result in a delay or failure of the processing of all invoices from the contractor. The contractor shall establish a reporting system that includes significant findings, major problems encountered, and plans for their resolution.

64 **Physician qualifications, credentials, and competencies:** Contract physicians shall meet the following requirements throughout the term of the contract:

6.4.1 **Experience:** The Contractor shall ensure that all Contract physicians are trained and licensed to perform Emergency Physician Services.

6.4.2 **Licensure:** The Contractor shall ensure that all Contract physicians hold a valid, active, and unrestricted physician license in at least one state.

6.4.3 **Certifications**: The Contractor's physician performing services under this contract shall be certified in ATLS, ACLS, PALS, BLS. NRP and ALSO strongly recommended for Family Practice Trained providers and required for all others.

6.4.4 **Physician qualifications:** The contractor's personnel performing services under this contract shall be qualified by at least one of the following routes (Note: Only accept residency training from a program certified by the ACGME or AOA and board certification through specialty boards approved by the American Board of Medical Specialties or AOA):

A. Satisfactory completion of an Emergency Medicine with either current ABEM or ACOEM emergency medicine board certification or planned certification within 18 months of completing residency or fellowship training.

B. Satisfactory completion of an approved Family Practice residency and ABFP board certification family medicine and 2000 hours, one-year full time or equivalent of independent practice providing care as an emergency department physician.

C. Providers with satisfactory completion of an approved residency and board certification in another specialty and 7500 hours, three and half years of full time or equivalent of independent practice providing care as an emergency department physician; or no board certification may be considered if they have 10,000 hours or five years of full time experience as Emergency Physicians with commensurate volume and acuity. This is subject to COR or designee review and limited to situations in which no more highly qualified individuals are available. If the provider demonstrates a high degree of competency in the Kayenta Health Center Emergency Department the COR may, upon the recommendation of the Emergency Department Medical Director and Medical Staff, determine that this provider may be considered on a continuous part time basis.

D. Providers who are already credentialed at the Kayenta Service Unit and approved by the COR or designee.

E. Providers with lapsed board certification in one of the above categories may be considered, subject to COR or designee review, if they are currently eligible for board certification according to the standards defined by the relevant boards for their specialty.

6.4.5 **Core privileges:** Core privileges include those necessary for initial evaluation and management, to include identification, stabilization and treatment of acute illness and injury of patients of any age. This includes life- threatening illness or injury.

6.4.6 **Competencies:** The Contractor's personnel performing services under this contract shall be proficient in essential emergency medicine skills demonstrable by one of the following:

A. Completion of an emergency medicine residency within the last 4 years.
B. Presentation of a log documenting skill performance during the last 2 years.
C. Copies of skill competency documentation from other facilities within the last 2 years.
D. Signed attestation summarizing skill performance during the last 2 years.
E. Presentation of CME documentation from courses providing hands-on training and evaluation of skill performance within the last year.
F. A combination of the above.
G. In order to establish and maintain core competencies, contract physicians will be required to spend 1-2 hours per month in on-line or hands-on-training arranged with the ED Medical Director.

6.5 **CME**: Documentation of continuing medical education (CME) is not required if within one year after graduating from an Emergency Medicine or Family Practice residency. Otherwise, a report documenting an average of 30 hours of CME per year in Emergency Medicine for the past three years is required.

6.6 **Contractor documentation requirements:** For each Contract physician, Contractor shall provide initial evidence of each of the above required qualifications, credentials, and competencies. In addition, Contractor shall provide, to the COR or designee, a roster that provides Contract physician names, certification number and certification expiration date. The Contractor shall furnish, to the COR or designee, copies of renewals of any licenses and certifications for all employees providing services under this contract.

6.6.1 The Contractor shall be required to maintain records that document the competence and performance level of Contractor employees working on this contract, consistent with current TJC, CMS, and other regulatory and/or accrediting body requirements. The Contractor shall provide a current copy of the competence and performance assessments to the Service Unit Clinical Director for each Contractor physician completing assignment in the Kayenta Emergency Department.

6.6.2 Documentation for credentialing of new physicians:
Except when unavoidable due to urgent unanticipated needs, the Contractor will provide the information required for credentialing of any new contract physician four weeks prior to their scheduled start date. Contractors must complete on-line mandatory trainings prior to arrival.

6.7 **Response to Reports:** The Contractor shall cooperate with the KSU Clinical Director and the KSU Emergency Department Medical Director in resolving issues with contract physician deficiencies with respect to:

A. Clinical and Records management Error Reports
B. Morbidity/Mortality Review Reports
C. Ongoing and Focused Peer Reviews
D. Provider certifications expiration dates.
E. Performance Improvement Reviews.

6.8 **Conduct:** Contractor physicians shall interact in a professional manner with patients, colleagues and co-workers.

6.9 **New Employee Orientation**: Contract physician/providers must attend one day of new employee orientation and complete requested on-line trainings. The Contractor shall complete the Information Systems Security Awareness (ISSA) training within 24 hours of start date.

6.10 **Background Checks:** The Contractor shall comply with Agency Personal Identity Verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201; this includes fingerprinting guidelines. As directed by the Contracting Officer, the Contractor shall provide all requested information necessary to perform Level I and Level II background checks. The Contractor shall comply with the requirement to obtain security investigations. The Contractor shall work with the IHS to ensure that the pre-employment screening process includes the appropriate investigation questionnaires and forms to be completed. All completed forms will be reviewed by the Contractor and forwarded to the Government Personnel. The Contractor will be immediately removed from the position if at any time the investigation receives unfavorable adjudication, or, if other unfavorable information that would affect the investigation becomes known. If FSS Contract was initiated before 10/29/2010, then fingerprint clearance can be submitted when provider first arrives on-site. If FSS Contract was initiated after 10/29/2010, then fingerprint clearance must be approved before tour of duty begins, UNLESS your FSS contract contains a Background Investigations clause, then fingerprint clearance can be submitted when provider first arrives on-site.
The Contractor shall turn in all Human Resource application forms to Clinical Department at least 5 days prior to beginning tour of duty. Clinical Department will forward forms to the local Human Resource Department. Have two (2) forms of Identification.

6.11 **Immunizations:** The contractor shall provide proof of employee immunizations for:

- Immunity to Rubella, Mumps, Measles, Varicella
- Immunity to Hepatitis B or a signed declination statement
- Tetanus Diphtheria (Td) within the last 5 years and Tdap in the past
- Documentation of receiving a TB Mantoux skin test (PPD) within the past 12 months with documentation of follow-up for a positive test.

7.0 Indemnification and Insurance

7.1 **FAR 52.237-7 Indemnification and Medical Liability Insurance (Jan 1997)**

(a) It is expressly agreed and understood that this is a non-personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: * _$1,000,000.00_____.

(b) An apparently successful offer, or upon request, the Contracting Officer, shall be furnished, prior to contract award, evidence of the Contractor's insurability concerning the medical liability insurance required by paragraph (a) of this clause prior to the commencement of services under this contract.

(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. If 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.

(d)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.

(e)The Contractor shall insert the substance of this clause, including this paragraph, 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.

7.2 Contractor staff Indemnification/Insurance: If the acuity of the patient requires the contractor's staff to assist and work with IHS staff at the patient's bedside, the contractor shall provide liability insurance coverage for their staff while working in the IHS facility, and shall indemnify the NAIHS facility and staff from all claims resulting from the performance of contractor's employees

8.0 Challenges to Conflicts: For any inconsistency between supervisor directions, this Performance Work Statement, attachments and exhibits, the following order of precedence will apply:

(a) First Priority: Supervisor's directions
(b) Second Priority: Position Description (attached)
(c) Third Priority: Performance Work Statement Exhibits
(d) Fourth Priority: Performance Work Statement Narrative

9.0 52.249-12 Termination (Personal Services) (Apr 1984): The Government may terminate this contract at any time upon at least 15 days' written notice by the Contracting Officer to the Contractor. The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least 15 days' written notice to the Contracting Officer.

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

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

10.1 Attachments

Position Description (Service Unit specific)

10.2 Written Competency Assessments

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

11.0 PERFORMANCE-BASED MATRIX

PERFORMANCE OBJECTIVES	INDICATOR	PERFORMANCE STANDARD	SURVEILLANCE PLAN	CONTRACTOR INCENTIVE
The Contractor shall provide quality Emergency Department Physician services for the Emergency Department at the Kayenta Health Center on an "as needed" basis. This will include full spectrum of emergency and urgent care. The physicians shall also be responsible for transfers (as medically indicated) and provision of emergency care to inpatients as needed.	1. Adequate staffing and on-call support to meet performance requirements 2. Quality of care Contractor physician shall provide immediate medical evaluation, treatment, and/or referral of patients who present for care at KHC Emergency Services area. The emergency medical care provided shall cover the range of emergency care typically provided in a rural civilian practice of similar size and remoteness. 3. Documentation of care with the contractor physicians using the electronic health record (EHR) for medical records documentation. 4. Physician qualifications, credentials, competencies 5. Error reports:	1. No coverage gaps 2, 3. Adherence to standards and guidelines noted in PBSOW. 4. 100% of physicians meet requirements. 5. Documentation provided by contractor before start of duty for 100% of physicians 6. Reports are complete and timely with 100% of reports completed by deadlines. 7. Less than 3 conduct complaints by patients or staff per month total among all physicians	1. Surveillance systems will include: • Periodic chart reviews • Review of morbidity and mortality reports • Review of error reports • Substantiated complaints • Random samples 2. Review of all concerns raised by staff, patients, or receiving facilities • Ongoing PI reviews. 3. Reports of medical record coders and radiology. 4. Medical Staff Office, Human Resources, and IT reporting. 5. ED Medical Director, COR, and Clinical Director reports. 6. No more than 3 failures per quarter to comply with documentation standards:	1. Payment of hourly rate; Successful evaluation using the CPARS; avoidance of cure notice; and avoidance of fee reimbursing the Government for services required due to deficiency.

	• Quarterly reports of provider • Certification/ expiration dates for ATLS, ACLS, PALS, BLS; NRP and ALSO as recommended • Medical records documentation 6. Professional conduct of providers		• Signing off on lab, x-ray or imaging reports. • Correcting charting errors • Chart completions • Three (3) valid complaints by patients or by staff of deficiencies regarding patient care, contractor behavior and/or professional demeanor during a 6-month period. • No more than one failure per quarter to respond to professional improvement/quality assurance and periodic review reports.	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00001	See Block 16C	IHS1427986	

6. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

VISTA STAFFING SOLUTIONS INC 298265
Attn: KEVIN
VISTA STAFFING SOLUTIONS, INC.
2800 E COTTONWOOD PKWY STE 400
COTTONWOOD HEIGHTS UT 841217296

CODE 298265 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
36F79720D0128
75H71021F80270

10B. DATED *(SEE ITEM 13)*
12/21/2020

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
2021.J54048K.25223 Net Increase: $1,768,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

LIST OF CHANGES:
Reason for Modification: Supplemental Agreement for work within scope
Period Of Performance End Date changed from 30-JUN-21 to 31-DEC-21
Total Amount for this Modification: $1,768,000.00
New Total Amount for this Version: $1,768,000.00
New Total Amount for this Award: $2,768,500.00
Obligated Amount for this Modification: $1,768,000.00
New Total Obligated Amount for this Award: $2,768,500.00

Discount Terms: IHS NET 30P

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		MARGARET J. SHIRLEY-DAMON	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	05/06/2021

NAME OF OFFEROR OR CONTRACTOR
VISTA STAFFING SOLUTIONS INC 298265

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 Appr. Yr.: 2021 CAN: J54048K Object Class: 25223 Period of Performance: 01/01/2021 to 12/31/2021				
2	Physician Services All-Inclusive Hourly Rate: (b)(4) [redacted]				1,768,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00002	See Block 16C		

6. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

VISTA STAFFING SOLUTIONS INC 298265
Attn: KEVIN
VISTA STAFFING SOLUTIONS, INC.
2800 E COTTONWOOD PKWY STE 400
COTTONWOOD HEIGHTS UT 841217296

CODE 298265 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. 36F79720D0128
75H71021F80270

10B. DATED *(SEE ITEM 13)* 12/21/2020

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* FAR 52.212-4(c) Changes

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

IPP Reportable Flag: N IPP Exception Reason: OTHER AREAS
MODIFICATION P00002

Reason for Modification: Other Administrative Action

THIS PURCHASE ORDER IS HEREBY MODIFIED TO MAKE THE FOLLOWING CHANGE:
- Extend the Period of Performance.

Period Of Performance End Date changed from 31-DEC-21 to 31-JAN-22

Total Amount for this Modification: $0.00
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		DEEANDRA SALABYE	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	12/21/2021

NAME OF OFFEROR OR CONTRACTOR
VISTA STAFFING SOLUTIONS INC 298265

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	New Total Amount for this Version: $0.00 New Total Amount for this Award: $2,768,500.00 Contracting Officer changed from MARGARET J SHIRLEY-DAMON to DEEANDRA SALABYE Discount Terms: HHS NET 30P Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 Period of Performance: 01/01/2021 to 01/31/2022 TERMS & CONDITIONS REMAIN UNCHANGED.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00003	See Block 16C		

6. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

VISTA STAFFING SOLUTIONS INC 298265
Attn: KEVIN
VISTA STAFFING SOLUTIONS, INC.
2800 E COTTONWOOD PKWY STE 400
COTTONWOOD HEIGHTS UT 841217296

CODE 298265 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
36F79720D0128
75H71021F80270

10B. DATED *(SEE ITEM 13)*
12/21/2020

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
2021.J54048K.25223

Net Decrease: -$697,600.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* FAR 4.804-2 CLOSE OUT

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

UEI: CE11R34E5PA9
MODIFICATION NO. P00003
Reason for Modification: Close Out
Total Amount for this Modification: -$697,600.00 CHANGES OVERALL TOTAL FROM $2,768,500.00
TO New Total Obligated Amount for this Award: $2,070,900.00
Buyer changed from ROXANNE R FRANKLIN to MARGARET J SHIRLEY-DAMON
Contracting Officer changed from DEEANDRA SALABYE to MICHELLE A JAMES

CHANGES FOR LINE ITEM NUMBER: 2
Total Amount changed from $1,768,000.00 to $1,070,400.00
Obligated Amount for this Modification: -$697,600.00
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		MICHELLE A. JAMES	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ *(Signature of person authorized to sign)*		_____ *(Signature of Contracting Officer)*	11/28/2023

NAME OF OFFEROR OR CONTRACTOR
VISTA STAFFING SOLUTIONS INC 298265

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Discount Terms: HHS NET 30P Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 Appr. Yr.: 2021 CAN: J54048K Object Class: 25223 Period of Performance: 01/01/2021 to 01/31/2022				

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE	OF
IHS1419132	1	11

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
36F79720D0128		75H71021F80270		

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	ROXANNE FRANKLIN	928-697-4023	

9. ISSUED BY — CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:

☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)

NAICS: 561320
SIZE STANDARD: $30.0

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
☒ SEE SCHEDULE	IHS NET 30P	☐		☐RFQ ☐IFB ☐RFP

15. DELIVER TO — CODE 25

KAYENTA HEALTH CENTER
US Highway 160
South of Mile Post 394.3
Kayenta AZ 86033

16. ADMINISTERED BY — CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

17a. CONTRACTOR/ OFFEROR — CODE 298265 — FACILITY CODE

VISTA STAFFING SOLUTIONS INC 298265
Attn: KEVIN
VISTA STAFFING SOLUTIONS, INC.
2800 E COTTONWOOD PKWY STE 400
COTTONWOOD HEIGHTS UT 841217296

TELEPHONE NO. 800-3661884

☐17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE IHSNAVAJO

IHSNAVAJO
P.O. BOX 9020
WINDOW ROCK AZ 86515

18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☒SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This is a Non Personal Service task order issued against VA contract number 36F79720D0128, cited in block no. 2 of page 1. The Contractor shall provide Licensed Physician healthcare providers in the delivery of patient care to the Kayenta Health Center Emergency Department in Kayenta, Arizona in accordance with the Performance Work Statement (PWS) directly related to this position description.				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA
2021.J54E0ST.25223

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
$1,000,500.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.
☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
Margaret Shirley-Dn

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		MARGARET J. SHIRLEY-DAMON	12/22/2020

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	********** NOTE TO VENDOR: Please reference the Purchase Order Number listed in Block #4 on all invoices related to this order. **********				
	Delivery: 06/30/2021 Appr. Yr.: 2021 CAN: J54E0ST Object Class: 25223 Period of Performance: 01/01/2021 to 06/30/2021				
1	EMERGENCY DEPARTMENT PHYSICIAN SERVICES All-Inclusive Hourly Rate: (b) (4)				1,000,500.00
	The selected Contractor's provider(s) will be subject to a pre-employment fingerprint check and background investigation. The selected Contractor's provider(s) are required to acquire pre-security and fingerprint clearance prior to beginning their tour of duty and incurring costs. The hourly rate listed herein is an All Inclusive Rate, meaning the Contractor is responsible for all costs associated with providing said Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	services, i.e. travel, per diem, lodging/housing, etc. . If Government housing becomes available, the provider shall contact the Kayenta Health Center Housing Services Department, and make rental/payment arrangements; telephone number (928) 697 ? 5010. The Contractor is responsible for all applicable Federal, State and Local Taxes. Administrative Contracting Officer (CO): Roxanne Franklin, Contract Specialist, (928) 697-4023, Roxanne.Franklin@ihs.gov. Per FAR 2.101(b) the Contracting Officer (CO): only individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. Also is the only individual to authorize modifications to contracts and/or terms and conditions. Per FAR Subpart 1.602-2(d), the CO determines that this order requires a Contracting Officer Representative (COR). Contracting Officers Representative (COR): DeeAndra Salabye, Acting Chief Contracting Officer, Telephone: (928) 871-1317, DeeAndra.Salabye@ihs.gov. COR: is primarily responsible for monitoring the technical progress including surveillance and assessment of performance under this task order. **INVOICE SUBMISSION: the Contractor shall submit an original invoice in accordance with FAR 52.212-4(g) Addendum: Shall submit invoices in format stated in 52.212-4(g) and email to the following individuals: Kayenta Health Center ATTN: Financial Management Team P.O. Box 1276 Kayenta, AZ 86033 KSU Finance Department: NAV_KAYKayentaSUFina@ihs.gov. Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Acquisition Buyer, Contract Specialist: Roxanne.Franklin@ihs.gov. The Contractor is required to mail invoices, but in addition, the Contractor may also email invoices to the following address: NAV_KAYKayentaSUFina@ihs.gov. Questions regarding payments, contact Finance at (928) 697-4386/4389. Additionally, the Contractor is required to include its Data Universal Numbering System (DUNS) number on each invoice. For additional information about the Dun & Bradstreet (D&B) DUNS number, please visit http://fedgov.dnb.com/webform. Invoices shall be submitted in accordance with the contract terms, i.e. payment schedule, progress payments, partial payments, deliverables, etc. All information set forth in FAR Clause 52.212-4(g), Invoice, must be included in all invoices for it to constitute a proper invoice. In accordance with OMB Memorandum, M-11-32, Agencies shall make payments to small businesses as soon as practicable, with the goal of making payments within 15 days of receipt of a proper invoice. If a small business contractor is not paid within this (15 day) accelerated period, the contractor will not be given a late-payment interest penalty. Interest penalties, as prescribed by the Prompt Payment Act, remain unchanged by means of this memorandum. All small businesses shall label all invoices as Small Business. Additionally, in accordance with OMB Memorandum, M-12-16, all prime contractors are encouraged to disburse funds received from the Federal Government to their small business subcontractors in a prompt manner. To assist prime contractors in expediting contractor payments to small business subcontractors, Agencies shall, to the full extent permitted by law, temporarily establish an earlier, accelerated date for making agency payments to all prime contractors. Consistent with OMB Memorandum M-11-32 above, Agencies shall have a goal of paying all prime Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	contractors within 15 days of receiving proper documentation. In an effort to support small business growth, drive economic activity and job creation, the Contractor is encouraged to accelerate payments to their small business subcontractors. In accordance with the requirements of the Debt Collection Improvement Act of 1996, all payments under this order will be made by electronic funds transfer (EFT). The Contractor shall provide financial institution information to the Finance Office designated above in accordance with FAR 52.232-33 Payment by Electronic Funds Transfer System for Award Management. Pre-Security/Fingerprinting must be cleared prior to starting tour of duty and incurring costs. If contractor?s provider is selected, then the Contractor and provider shall provide the following Pre-Security/Fingerprinting documents. 1) Complete Resume 2) OIG Clearance 3) Licenses/Certifications (ACLS, PALS, BLS, TNCC, Diplomas etc.) 4) Copy of school transcripts 5) Declaration of Federal Employment (Typed/Original Signature) 6) Child Addendum (Typed/Original Signature) 7) OFI Form 86C 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011) (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201. (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government: Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(1) When no longer needed for contract performance. (2) Upon completion of the Contractor employees employment. (3) Upon contract completion or termination. (c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements. (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractors employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer. 52.237-7 Indemnification and Medical Liability Insurance (Jan 1997) (a) It is expressly agreed and understood that this is a nonpersonal 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 Contractors professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: $1,000,000 per occurrence; $3,000,000 aggregate. (b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	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 Governments 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 Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	insurance. Department of Health and Human Services Applicable Clauses: 352.202-1 Definitions. (JAN 2006) 352.224-70 Privacy Act (DEC 2015) 352.226-1 Indian Preference (DEC 2015) 352.226-2 Indian Preference Program (DEC 2015) 352.237-70 Pro-Children Act. (Dec 2015) 352.237-71 Crime Control Act of 1990-Reporting of Child Abuse (Dec 2015) (a) Public Law 101-647, also known as the Crime Control Act of 1990 (Act), imposes responsibilities on certain individuals who, while engaged in a professional capacity or activity, as defined in the Act, on Federal land or in a federally-operated (or contracted) facility, learn of facts that give the individual reason to suspect that a child has suffered an incident of child abuse. (b) The Act designates covered professionals as those persons engaged in professions and activities in eight different categories including, but not limited to, teachers, social workers, physicians, dentists, medical residents or interns, hospital personnel and administrators, nurses, health care practitioners, chiropractors, osteopaths, pharmacists, optometrists, podiatrists, emergency medical technicians, ambulance drivers, alcohol or drug treatment personnel, psychologists, psychiatrists, mental health professionals, child care workers and administrators, and commercial film and photo processors. The Act defines the term child abuse as the physical or mental injury, sexual abuse or exploitation, or negligent treatment of a child. (c) Accordingly, any person engaged in a covered profession or activity under an HHS contract or subcontract, regardless of the purpose of the contract or subcontract, shall immediately report a suspected child abuse incident in accordance with the provisions of the Act. If a child is suspected of being harmed, the appropriate State Child Abuse Hotline, local child protective services (CPS), or law enforcement agency shall Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

be contacted. For more information about where and how to file a report, the Childhelp USA, National Child Abuse Hotline (1-800-4-A-CHILD) shall be called. Any covered professional failing to make a timely report of such incident shall be guilty of a Class B misdemeanor.
(d) By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Act. The Act also applies to all applicable subcontracts awarded under this contract. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Act.

352.237-72 Crime Control Act of 1990-Requirement for Background Checks (Dec 2015)
(a) Public Law 101-647, also known as the Crime Control Act of 1990 (Act), requires that all individuals involved with the provision of child care services to children under the age of 18 undergo a criminal background check. Child care services include, but are not limited to, social services, health and mental health care, child (day) care, education (whether or not directly involved in teaching), and rehabilitative programs. Any conviction for a sex crime, an offense involving a child victim, or a drug felony, may be grounds for denying employment or for dismissal of an employee providing any of the services listed above.
(b) The Contracting Officer will provide the necessary information to the Contractor regarding the process for obtaining the background check. The Contractor may hire a staff person provisionally prior to the completion of a background check, if at all times prior to the receipt of the background check during which children are in the care of the newly-hired person, the person is within the sight and under the supervision of a previously investigated staff person.
(c) By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Act. The Act also applies to all applicable subcontracts awarded under this
Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	contract. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Act. Health Insurance Portability and Accountability Act (HIPAA) The Indian Health Service (IHS) is required to comply with HIPAA in the provision of health care to IHS patients. HIPAA was implemented by the U.S. Department of Health and Human Services, Office of Civil Rights, under the Code of Federal Regulations, Part 160 and 164. Accordingly, all health care providers, including contracted health care providers are required to comply with HIPAA requirements (Full text will be furnished upon request). ADDITIONAL APPLICABLE FEDERAL ACQUISITION CLAUSES 52.204-7 System Award Management (Oct 2018) 52.209-5 Certification Regarding Responsibility Matters (Oct 2015) 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony conviction under any Federal Law (Feb 2016) 52.212-4 Contract Terms and Conditions-Commercial Items (Oct 2018) 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Items (Oct 2020) 52.224-1 Privacy Act Notification (Apr 1984) 52.224-2 Privacy Act (Apr 1984) 52.229-3 Federal, State, and Local Taxes (Feb 2013) 52.232-18 Availability of Funds (APR 1984) 52.232-33 Payment by Electronic Funds Transfer System for Award Management (Jul 2013) 52.232-40 Providing Accelerated Payments to Small Business Sub-Contractors (Dec 2013) 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Aug 1984) LIST OF ATTACHMENTS: -Performance Work Statement (PWS) ?ER1124 The total amount of award: $1,000,500.00. The Continued ...				

NAME OF OFFEROR OR CONTRACTOR

VISTA STAFFING SOLUTIONS INC 298265

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	obligation for this award is shown in box 26.				

VISTA Staffing Solutions

Emergency Medicine Physician Pricing

(b) (4) [redacted]

Lynn Holton
AVP Government VISTA
Staffing Solutions
***Revised 12/17/2020

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1.0 GENERAL:

This performance work statement describes the requirements of a non-personal service contract for the provision of EMERGENCY PHYSICIAN SERVICES for the Indian Health Services (IHS), Navajo Area Indian Health Service (NAIHS), and Kayenta Health Center (KHC) emergency department. The contractor shall provide a physician to cover these services at a fixed hourly rate.

1.1 BACKGROUND:

The IHS is the agency within the Department of Health and Human Services responsible for providing federal healthcare services to American Indians and Alaska Natives. The IHS is the principal federal health care provider and health advocate for Indian people and its goal is to raise their health status to the highest possible level. The IHS provides a comprehensive health service delivery system for approximately 1.9 million American Indians and Alaska Natives who belong to 564 federally recognized tribes in 35 states. The goal is to insure comprehensive and quality Emergency Physician services are available to the community served by KHC.

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

The KHC Emergency Department (ED) is currently a free-standing ED, without a local hospital, at a site shared with clinics providing outpatient services. The ED is in operation 24 hours a day, 7 days a week, 365 days per year. In July 2016, KHC moved into a new facility, and ED visits have increased steadily and reached slightly above 1800 in CY2019 or about 1500 patients a month. In the near future, an in-patient unit is expected to open, and the ED will no longer be free-standing but a component of a short stay hospital.

1.2 SCOPE:

The Contractor shall provide Family medicine physician services in accordance with section 5.0, performance based requirements.

1.2.1 Duties and responsibilities will encompass outpatient Emergency Medicine services to IHS patients. The contractor reports to the emergency department supervisor physician.

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

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

1.3 APPLICABLE DOCUMENTATION:

1.3.1 Section 231 of Public Law 101-6&7, the Crime Control Act of 1990.

1.3.2 Section 4087 of Public Law 101-630, the Indian Child Protection and Family Violence Act.

1.3.3 Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI).

1.3.4 Privacy Act of 1974.

1.3.5 Service Unit and Health Center Policies, Procedures and Protocols.

1.3.6 Public Law 102-573, Indian Health Care Improvement Act, Section 222

1.3.7 42 Code of Federal Regulations (CFR) 136.11-136.21 Contract Health Care Services.

1.3.8 Public Law 93-638, Indian Self-Determination Act

2.0 DEFINITIONS:

2.1 Acceptance: An authorized representative of the Government has inspected and agreed that the work meets all requirements of this contract, to include documentation requirements

2.2 Advanced Life Support (ALS): Emergency medical care for sustaining life, including defibrillation, airway management, and drugs and medications.

2.3 Advanced Life Support for Obstetrics (ALSO): An advanced level of hospital care and procedures to effectively manage potential emergencies during the perinatal period.

2.4 Approval: The Government has reviewed submittals, deliverables, or administrative documents (e.g., insurance certificates, installation schedules, planned utility interruptions, etc.) and has determined the documents conform to contract or contract requirements. Government Approval shall not relieve the Contractor from responsibility for complying with contract requirements.

2.5 Active Labor: Contractions less than (<) 5 minutes apart and/ or greater than (>) 4 cm dilation.

2.6 Award Term Plan: Relative to Performance Based Contracting and rewarding the Contractor for satisfactory performance with option of contract term extension.

2.7 Basic Life Support (BLS): A specific level of pre-hospital medical care provided by trained and certified responders, including Emergency Medical Technicians (EMTs). BLS consists of a number of life-saving techniques e.g. the use of airway adjuncts such as respirators, emergency oxygen therapy; application of Cardiopulmonary resuscitation and other non-invasive emergency procedures.

2.8 CMS: Centers for Medicare & Medicaid Services.

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

2.10 Contracting Officer Representative (COR): A federal employee who assists the ordering/issuing activity-contracting officer in the administration of task orders issued under this contract. The PO is primarily responsible for the day-to-day program management of the ordering activity's task or delivery orders.

2.11 Contractor: The individual/company awarded this contract.

2.12 CPARS: Contractor Performance Assessment Reporting System**.** A web-enable system with electronic workflow that reports and rates Contractor performance.

2.13 EHR: Electronic Health Record

2.14 Eligible Beneficiaries: Services will be made available, as medically indicated to persons of Indian descent belonging to the Indian community served by the local facilities and program. Services will also be made available, as medically indicated, to a non-Indian woman pregnant with an eligible Indian's child but only during the period of her pregnancy through postpartum (generally about six weeks after delivery)

2.15 EMTALA: Emergency Medical Treatment And Labor Act

2.16 Emergency Medical Service (EMS): Those services that do qualify for basic life support or advance life support.

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

2.18 Health insurance portability and accountability act (HIPAA) - Acronym that stands for the Health Insurance Portability and Accountability Act, a US law designed to provide privacy standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals and other health care providers. Developed by the Department of Health and Human Services.

2.19 IHS PRC eligible beneficiaries – Services will be made available, as medically indicated to persons of Indian descent belonging to an Indian community served by the local facilities and program. Services will also be made available, as medically indicted, to a non-Indian woman pregnant with an eligible Indian's child but only during the period of her pregnancy through postpartum (generally about 6 weeks after delivery.)

2.20 Inter-facility: Between two health facilities.

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

2.22 Ordering Activity Contracting Officer: An employee of IHS authorized and warranted to issue task orders and to make subsequent task order modification(s) under this contract. The Ordering Activity CO has the authority to make initial determinations on all matters of dispute regarding task orders.

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

2.24 Purchased/Referred Care (PRC): Health Services provided at the expense of the Indian Health Service (IHS) provided by public or private medical or hospital facilities other than those of the service.

2.25 Quality Assurance Surveillance Plan (QASP): An organized written document prepared and used by the Government for Quality Assurance surveillance of the contractor's performance.

2.26 RN: means the same as a Registered Nurse.

2.27 Root Cause: A situation where performance does not meet expectations. Cause

suggests responsibility or a factor to blame for a problem.

2.28 Sentinel Event: An event/incident that is unique and not planned for. JCAHO definition: unexpected occurrence resulting in death or serious physical injury or the risk there of.

2.29 Service Unit: A facility that houses Service Unit administrative staff and is responsible for the administration, coordination, and implementation of the Indian Health program/s in a designated geographic portion of the Area.

2.30 Task Order: An order issued in accordance with the terms of the contract and ordering activity's specific requirements. An ordering activities written order to obtain services, at a minimum will include the following where applicable: description of services, skill categories, hours, price, period of performance, contract number, and the ordering activities task or delivery order number.

2.31 Verifiable Emergency: An unexpected/unplanned episode requiring valid documentation to confirm the occurrence.

3.0 GOVERNMENT FURNISHED INFORMATION, PROPERTY AND SERVICES:

3.1 Information: Government unique information related to this requirement, which is necessary for Contractor performance, will be made available to the Contractor. The Contracting Officer or designee will be the point of contact for identification of any required information to be supplied by the Government. The contract physicians must complete orientation (typically 8 hours) prior to working in the Emergency Department.

3.2 Joint Use by the Government and the Contractor: The Government will provide, for joint use by the Government and the Contractor, all necessary equipment, supplies, and clinic space to perform the services under this contract.

3.3 Contractor Exclusive Use:

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

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

4.0 CONTRACTOR FURNISHED INFORMATION, PROPERTY AND SERVICES:

4.1 Electronic Prescribing of Controlled Substances Token

Arizona will require electronic prescription of controlled substances starting Jan 1st 2020. To comply with that mandate, KSU has initiated Electronic Prescribing of Controlled Substances (EPCS). EPCS requires providers to use a digital signing token as a component of the "two-factor" identification.

Effective January 1st 2021, KSU will require that all contracting providers possess a digital signing token for EPCS use. This will now be considered a requirement for employment; KSU will no longer purchase them for contractors.

KSU recommends IdenTrust as a source for the digital signing token. The cost is approximately $175; however the good news is that the token will be valid for two years and also it can be used at other IHS facilities who use the same EHR/RPMS system (i.e. you do NOT need to purchase additional tokens if you contract at other IHS facilities).

Information and instructions for obtaining a digital signing token from IdenTrust will be provided to each provider prior to their orientation by the Pharmacy. To simplify this process, once the contractor has their security profile verified and receives their token from IdenTrust, KSU can complete the token initialization process when the contractor arrives on site.

5.0 PEFORMANCE-BASED REQUIREMENTS:

The Contractor shall provide Emergency Physician Services for the Emergency Department at the Kayenta Health Center. The following are the elements of service called for under this contract. This PBSOW describes the desired service outcome; in their proposal, the Contractor shall specify how each outcome is to be achieved, including relevant logistics, and contingency plans to achieve each element in case of unforeseen circumstances. The Contractor's performance will be evaluated in accordance with the standards set forth in the Performance-based Matrix of paragraph 8.0.

5.1 The Contractor performed Emergency Physician Services

5.1.1 Kayenta Health Center needs Emergency Department operates 24 hours a days with 48 hours of physician services each day. That is a total need of 17,520 total hours a year, which is a combination of IHS or PHS employee and contract physician's hours. The contract hours needed will could increase or decrease if there is a change in the number of permanent KHC ED physicians. The hours for each shift may change according to the needs of the ED and its patient population.

5.1.2 In addition to at least one physician on duty in the KHC-ED, there must always be a second physician available for back-up at all times, on all days. During double coverage hours, the second physician on duty in the ED may serve as the backup physician, but during single coverage hours, there must always be at least one other Contract physician immediately available to come in to provide backup. This is normally covered by the Evening shift provider but can be covered by another if arranged ahead of time with the Department Supervisor.

5.1.3 While emergency medicine residency training is not required of all providers (see Qualification Requirements), it is recommended that at least one of the physicians working during each 24-hour period must be emergency medicine residency-trained. .The ED physicians must provide back up for each other in the event of major emergencies, such as multi-victim trauma, overwhelming patient volume, and obstetrical emergencies, where additional help assures better patient care and throughput. This occurs most frequently with women in labor who are deemed safe to transport to a higher level of care but who may require medical support in the event of a precipitous delivery. Callback is expected in these situations because the ER cannot be left without physician coverage.

5.1.4 The contractor's plan should include a strategy for sufficient physician coverage to meet patient needs (including seasonal volume changes), be available at all times for callbacks, provide support in the event of major emergencies, and to cover unanticipated gaps in ER physician coverage (that is, those caused by flight delays and so forth). To meet these needs, there must never be a time when there is only one Contract physician in Kayenta. In addition to at least one physician on duty in the KHC-ED, there must always be at least a second physician available for back-up at all times, on all days. During double coverage hours, the second physician on duty in the ED may serve as the backup physician, but during single coverage hours, there must always be at least one other Contract physician immediately available to come in to provide backup. Exceptions are only acceptable if alternative arrangements are previously made with and approved by the KHC-ED Medical Director or KHC Clinical Director.

5.1.5 New-provider orientation and training may be scheduled for 1-5 days. A portion of the orientation will be on-line learning to be completed before the arrival of the physician.

5.1.6 Kayenta is open to considering a variety of staffing models, but no physician should be scheduled for more than a 12-hour shift or back-to-back shifts without time for rest and recovery.

5.1.7 The contractor shall communicate with the medical control for the Navajo Nation Emergency Medical Service and with the Ground Transport contractor stationed in Kayenta, AZ, and in accordance with KHC policies and procedures as needed.

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5.2 **Work Schedule:**

ED shifts currently run from 7 AM to 7 PM (day shift), 7 PM to 7 AM (night shift), 9 AM to 9 PM (morning) and 2 PM to 2 AM. (evening). There is frequently an additional 11 AM to 11 PM (swing shift) to provide extra coverage for the busiest hours.and 11 AM to 10 PM (swing shift) to provide double coverage for the busiest hours. All services shall be provided on an as needed basis as scheduled by the ED Department supervisor or appointee.

6.0 **Qualification Requirements:** The Contactor shall meet the following requirements throughout the term of the contract.

6.1 **Experience.** The Contractor shall provide physicians to perform the necessary medical care for patients in a variety of emergency department situations such that at least one physician is on duty at the KHC-ED at all hours of all shifts. The Contractor physicians shall provide immediate medical evaluation, examination, diagnosis, treatment, and/or referral of patients who present for care in the KHC emergency services area. The Contractor physician shall provide professional advice to personnel in emergency situations with regard to professional management of patients being treated and/or hospitalized. Contractor physician care shall cover the range of emergency department care typically provided in a rural civilian practice of similar size. The following list is an example of the types of cases, but is not all-inclusive:

A. Major trauma, including fractures of multiple extremities, stab wounds, open wounds of the chest and abdomen, head trauma, suspected spine injuries, lacerations, amputations;
B. Major medical emergencies such as cardiac arrest, myocardial infarction, respiratory failure, shock, diabetic ketoacidosis;
C. Obstetrical emergencies such as deliveries of single or multiple births, acute pregnancy complications, vaginal bleeding;
D. Pediatric emergencies
E. Acute psychiatric problems, including suicide attempts
F. Lower-acuity complaints including viral illnesses, other infections, minor orthopedic problems, minor trauma, alcohol abuse;
G. The contracted physician shall be responsible providing Emergency Department coverage for the inpatient service once established until the inpatient physician becomes available.
H. External cardiac pacing, endotracheal intubation with the use of appropriate anesthesia, procedure sedation, thoracentesis, tube and/or needle thoracotomy, cricothyrotomy, vaginal delivery, peritoneal lavage, laceration repair, reduction and stabilization of fractures and dislocations, arthrocentesis, paracentesis, lumbar puncture, intraosseous cannulation, use of ultrasound for the FAST

exam, limited interpretation of radiographs, ultrasounds, and CT studies, electrocardiograms and administration of thrombolytics.

62 **Quality of care by physicians:** Contractor physicians shall practice in adherence to typical standards and guidelines as defined by, but not limited to, KSU Governing Board bylaws, KHC Medical Staff bylaws, rules, policies and procedures, KHC ED policies and procedures, Indian Health Service, Centers for Medicare and Medicaid Services (CMS), the Joint Commission (TJC), applicable state licensure boards, and applicable federal authorities (e.g., IHS, DEA, etc.)

63 **Documentation of care by physicians:** Contract physicians shall generate and maintain proper medical record information on beneficiaries to whom treatment is provided in accordance with Indian Health Service (IHS), TJC, and CMS regulations. The Contractor physician shall prepare all medical record documentation to meet or exceed the established standards of the IHS facility to include, but not limited to: timeliness, legibility, accuracy, content, and signature. Contractor physicians shall complete all third party reimbursement forms. All medical record information and documentation generated in the performance of this contract must be completed at the time of departure and will remain the property of and subject to the exclusive control of the IHS. The contractor physician is responsible for following up all ordered laboratory and x-ray tests. Contract physicians are expected to use the Electronic Health Records for entry of their documentation where applicable. The Health Information Department shall be notified in advance of the contractor providers last workday. Failure to properly complete medical record documentation before leaving may result in a delay or failure of the processing of all invoices from the contractor. The contractor shall establish a reporting system that includes significant findings, major problems encountered, and plans for their resolution.

64 **Physician qualifications, credentials, and competencies:** Contract physicians shall meet the following requirements throughout the term of the contract:

6.4.1 **Experience:** The Contractor shall ensure that all Contract physicians are trained and licensed to perform Emergency Physician Services.

6.4.2 **Licensure:** The Contractor shall ensure that all Contract physicians hold a valid, active, and unrestricted physician license in at least one state.

6.4.3 **Certifications**: The Contractor's physician performing services under this contract shall be certified in ATLS, ACLS, PALS, BLS. NRP and ALSO strongly recommended for Family Practice Trained providers and required for all others.

6.4.4 **Physician qualifications:** The contractor's personnel performing services under this contract shall be qualified by at least one of the following routes (Note: Only accept residency training from a program certified by the ACGME or AOA and board certification through specialty boards approved by the American Board of Medical Specialties or AOA):

A. Satisfactory completion of an Emergency Medicine with either current ABEM or ACOEM emergency medicine board certification or planned certification within 18 months of completing residency or fellowship training.

B. Satisfactory completion of an approved Family Practice residency and ABFP board certification family medicine and 2000 hours, one-year full time or equivalent of independent practice providing care as an emergency department physician.

C. Providers with satisfactory completion of an approved residency and board certification in another specialty and 7500 hours, three and half years of full time or equivalent of independent practice providing care as an emergency department physician; or no board certification may be considered if they have 10,000 hours or five years of full time experience as Emergency Physicians with commensurate volume and acuity. This is subject to COR or designee review and limited to situations in which no more highly qualified individuals are available. If the provider demonstrates a high degree of competency in the Kayenta Health Center Emergency Department the COR may, upon the recommendation of the Emergency Department Medical Director and Medical Staff, determine that this provider may be considered on a continuous part time basis.

D. Providers who are already credentialed at the Kayenta Service Unit and approved by the COR or designee.

E. Providers with lapsed board certification in one of the above categories may be considered, subject to COR or designee review, if they are currently eligible for board certification according to the standards defined by the relevant boards for their specialty.

6.4.5 **Core privileges:** Core privileges include those necessary for initial evaluation and management, to include identification, stabilization and treatment of acute illness and injury of patients of any age. This includes life- threatening illness or injury.

6.4.6 **Competencies:** The Contractor's personnel performing services under this contract shall be proficient in essential emergency medicine skills demonstrable by one of the following:

A. Completion of an emergency medicine residency within the last 4 years.
B. Presentation of a log documenting skill performance during the last 2 years.
C. Copies of skill competency documentation from other facilities within the last 2 years.
D. Signed attestation summarizing skill performance during the last 2 years.
E. Presentation of CME documentation from courses providing hands-on training and evaluation of skill performance within the last year.
F. A combination of the above.
G. In order to establish and maintain core competencies, contract physicians will be required to spend 1-2 hours per month in on-line or hands-on-training arranged with the ED Medical Director.

6.5 **CME**: Documentation of continuing medical education (CME) is not required if within one year after graduating from an Emergency Medicine or Family Practice residency. Otherwise, a report documenting an average of 30 hours of CME per year in Emergency Medicine for the past three years is required.

6.6 **Contractor documentation requirements:** For each Contract physician, Contractor shall provide initial evidence of each of the above required qualifications, credentials, and competencies. In addition, Contractor shall provide, to the COR or designee, a roster that provides Contract physician names, certification number and certification expiration date. The Contractor shall furnish, to the COR or designee, copies of renewals of any licenses and certifications for all employees providing services under this contract.

6.6.1 The Contractor shall be required to maintain records that document the competence and performance level of Contractor employees working on this contract, consistent with current TJC, CMS, and other regulatory and/or accrediting body requirements. The Contractor shall provide a current copy of the competence and performance assessments to the Service Unit Clinical Director for each Contractor physician completing assignment in the Kayenta Emergency Department.

6.6.2 Documentation for credentialing of new physicians:
Except when unavoidable due to urgent unanticipated needs, the Contractor will provide the information required for credentialing of any new contract physician four weeks prior to their scheduled start date. Contractors must complete on-line mandatory trainings prior to arrival.

6.7 **Response to Reports:** The Contractor shall cooperate with the KSU Clinical Director and the KSU Emergency Department Medical Director in resolving issues with contract physician deficiencies with respect to:

A. Clinical and Records management Error Reports
B. Morbidity/Mortality Review Reports
C. Ongoing and Focused Peer Reviews
D. Provider certifications expiration dates.
E. Performance Improvement Reviews.

6.8 **Conduct:** Contractor physicians shall interact in a professional manner with patients, colleagues and co-workers.

6.9 **New Employee Orientation**: Contract physician/providers must attend one day of new employee orientation and complete requested on-line trainings. The Contractor shall complete the Information Systems Security Awareness (ISSA) training within 24 hours of start date.

6.10 **Background Checks:** The Contractor shall comply with Agency Personal Identity Verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201; this includes fingerprinting guidelines. As directed by the Contracting Officer, the Contractor shall provide all requested information necessary to perform Level I and Level II background checks. The Contractor shall comply with the requirement to obtain security investigations. The Contractor shall work with the IHS to ensure that the pre-employment screening process includes the appropriate investigation questionnaires and forms to be completed. All completed forms will be reviewed by the Contractor and forwarded to the Government Personnel. The Contractor will be immediately removed from the position if at any time the investigation receives unfavorable adjudication, or, if other unfavorable information that would affect the investigation becomes known. If FSS Contract was initiated before 10/29/2010, then fingerprint clearance can be submitted when provider first arrives on-site. If FSS Contract was initiated after 10/29/2010, then fingerprint clearance must be approved before tour of duty begins, UNLESS your FSS contract contains a Background Investigations clause, then fingerprint clearance can be submitted when provider first arrives on-site.
The Contractor shall turn in all Human Resource application forms to Clinical Department at least 5 days prior to beginning tour of duty. Clinical Department will forward forms to the local Human Resource Department. Have two (2) forms of Identification.

6.11 **Immunizations:** The contractor shall provide proof of employee immunizations for:

- Immunity to Rubella, Mumps, Measles, Varicella
- Immunity to Hepatitis B or a signed declination statement
- Tetanus Diphtheria (Td) within the last 5 years and Tdap in the past
- Documentation of receiving a TB Mantoux skin test (PPD) within the past 12 months with documentation of follow-up for a positive test.

7.0 Indemnification and Insurance

7.1 **FAR 52.237-7 Indemnification and Medical Liability Insurance (Jan 1997)**

(a) It is expressly agreed and understood that this is a non-personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: * _$1,000,000.00_____.

(b) An apparently successful offer, or upon request, the Contracting Officer, shall be furnished, prior to contract award, evidence of the Contractor's insurability concerning the medical liability insurance required by paragraph (a) of this clause prior to the commencement of services under this contract.

(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. If 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.

(d)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.

(e)The Contractor shall insert the substance of this clause, including this paragraph, 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.

7.2 Contractor staff Indemnification/Insurance: If the acuity of the patient requires the contractor's staff to assist and work with IHS staff at the patient's bedside, the contractor shall provide liability insurance coverage for their staff while working in the IHS facility, and shall indemnify the NAIHS facility and staff from all claims resulting from the performance of contractor's employees

8.0 Challenges to Conflicts: For any inconsistency between supervisor directions, this Performance Work Statement, attachments and exhibits, the following order of precedence will apply:

(a) First Priority: Supervisor's directions
(b) Second Priority: Position Description (attached)
(c) Third Priority: Performance Work Statement Exhibits
(d) Fourth Priority: Performance Work Statement Narrative

9.0 52.249-12 Termination (Personal Services) (Apr 1984): The Government may terminate this contract at any time upon at least 15 days' written notice by the Contracting Officer to the Contractor. The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least 15 days' written notice to the Contracting Officer.

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

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

10.1 Attachments

Position Description (Service Unit specific)

10.2 Written Competency Assessments

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

11.0 PERFORMANCE-BASED MATRIX

PERFORMANCE OBJECTIVES	INDICATOR	PERFORMANCE STANDARD	SURVEILLANCE PLAN	CONTRACTOR INCENTIVE
The Contractor shall provide quality Emergency Department Physician services for the Emergency Department at the Kayenta Health Center on an "as needed" basis. This will include full spectrum of emergency and urgent care. The physicians shall also be responsible for transfers (as medically indicated) and provision of emergency care to inpatients as needed.	1. Adequate staffing and on-call support to meet performance requirements 2. Quality of care Contractor physician shall provide immediate medical evaluation, treatment, and/or referral of patients who present for care at KHC Emergency Services area. The emergency medical care provided shall cover the range of emergency care typically provided in a rural civilian practice of similar size and remoteness. 3. Documentation of care with the contractor physicians using the electronic health record (EHR) for medical records documentation. 4. Physician qualifications, credentials, competencies 5. Error reports:	1. No coverage gaps 2, 3. Adherence to standards and guidelines noted in PBSOW. 4. 100% of physicians meet requirements. 5. Documentation provided by contractor before start of duty for 100% of physicians 6. Reports are complete and timely with 100% of reports completed by deadlines. 7. Less than 3 conduct complaints by patients or staff per month total among all physicians	1. Surveillance systems will include: • Periodic chart reviews • Review of morbidity and mortality reports • Review of error reports • Substantiated complaints • Random samples 2. Review of all concerns raised by staff, patients, or receiving facilities • Ongoing PI reviews. 3. Reports of medical record coders and radiology. 4. Medical Staff Office, Human Resources, and IT reporting. 5. ED Medical Director, COR, and Clinical Director reports. 6. No more than 3 failures per quarter to comply with documentation standards:	1. Payment of hourly rate; Successful evaluation using the CPARS; avoidance of cure notice; and avoidance of fee reimbursing the Government for services required due to deficiency.

	• Quarterly reports of provider • Certification/ expiration dates for ATLS, ACLS, PALS, BLS; NRP and ALSO as recommended • Medical records documentation 6. Professional conduct of providers		• Signing off on lab, x-ray or imaging reports. • Correcting charting errors • Chart completions • Three (3) valid complaints by patients or by staff of deficiencies regarding patient care, contractor behavior and/or professional demeanor during a 6-month period. • No more than one failure per quarter to respond to professional improvement/quality assurance and periodic review reports.	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE	OF
IHS1441036	1	11

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
V797D-40126		75H71022F80223		

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	ROXANNE FRANKLIN	928-697-4023	

9. ISSUED BY — CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:

☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)

NAICS: 561320
SIZE STANDARD: $30.0

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
☒ SEE SCHEDULE	HHS NET 30P	☐	☐RFQ ☐IFB ☐RFP

15. DELIVER TO — CODE 25

KAYENTA HEALTH CENTER
ATTN: Emergency Department
Highway 160, S of Mile Post 394.3
Kayenta AZ 86033

16. ADMINISTERED BY — CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

17a. CONTRACTOR/ OFFEROR — CODE 159348 — FACILITY CODE

AB STAFFING SOLUTIONS, LLC 159348
AB STAFFING SOLUTIONS, LLC
3451 SOUTH MERCY ROAD
GILBERT AZ 85297

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY — CODE IHSNAVAJO

IHSNAVAJO
P.O. BOX 9020
WINDOW ROCK AZ 86515

☐17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☒SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This is a Non Personal Service task order issued against VA contract number V797D-40126, cited in block no. 2 of page 1. The Contractor shall provide Licensed Physician healthcare providers in the delivery of patient care to the Kayenta Health Center Emergency Department in Kayenta, Arizona in accordance with the Performance Work Statement (PWS) directly related to this position description.				

(Use Reverse and/or Attach Additional Sheets as Necessary)

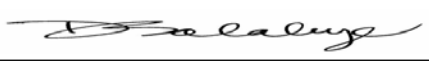
25. ACCOUNTING AND APPROPRIATION DATA
2022.J54LRED.25223

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
$1,709,226.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.
☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
	

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		DEEANDRA SALABYE	01/31/2022

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	********** NOTE TO VENDOR: Please reference the Purchase Order Number listed in Block #4 on all invoices related to this order. ********** INVOICE SUBMISSION INSTRUCTIONS: The Contractor shall submit invoices in accordance with FAR Clause 52.212-4(g) Addendum: Shall submit invoices in format stated in 52.212-4(g) and email to the following individuals: Kayenta Health Center ATTN: Financial Management Team P.O. Box 1276 Kayenta, AZ 86033 KSU Finance Department: Lucy.Todacheene@ihs.gov. Acquisition Buyer, Contract Specialist: Roxanne.Franklin@ihs.gov. Delivery: 12/31/2022 Appr. Yr.: 2022 CAN: J54LRED Object Class: 25223 Period of Performance: 02/01/2022 to 12/31/2022 Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1	Emergency Department Physician Services All-Inclusive Hourly Rate: (b) (4) [redacted] The selected Contractor's provider(s) will be subject to a pre-employment fingerprint check and background investigation. The selected Contractor's provider(s) are required to acquire pre-security and fingerprint clearance prior to beginning their tour of duty and incurring costs. The hourly rate listed herein is an All Inclusive Rate, meaning the Contractor is responsible for all costs associated with providing said services, i.e. travel, per diem, lodging/housing, etc. If Government housing becomes available, the provider shall contact the Kayenta Health Center Housing Services Department, and make rental/payment arrangements; telephone number (928) 697-5010. The Contractor is responsible for all applicable Federal, State and Local Taxes. Administrative Contracting Officer (CO): Roxanne Franklin, Contract Specialist, (928) 697-4023, Roxanne.Franklin@ihs.gov. Per FAR 2.101(b) the Contracting Officer (CO): only individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. Also is the only individual to authorize modifications to contracts and/or terms and conditions. Supervisory Point of Contact (SPOC): Dr. Anthony Griffay, ER Medical Officer, Telephone: (928) 697-4096, Anthony.Griffay@ihs.gov. The SPOC shall certify timesheets and invoices submitted prior to COR. Continued ...				1,709,226.00

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Per FAR Subpart 1.602-2(d), the CO determines that this order requires a Contracting Officer Representative (COR). Contracting Officers Representative (COR): Sheila Denny, Contract Specialist, Telephone: (928) 697-4027, Sheila.Denny@ihs.gov. COR: is primarily responsible for monitoring the technical progress including surveillance and assessment of performance under this task order. **INVOICE SUBMISSION: the Contractor shall submit an original invoice in accordance with FAR 52.212-4(g) Addendum: Shall submit invoices in format stated in 52.212-4(g) and email to the following individuals: Kayenta Health Center ATTN: Financial Management Team P.O. Box 1276 Kayenta, AZ 86033 Acquisition Buyer, Contract Specialist: Roxanne.Franklin@ihs.gov. The Contractor is required to mail invoices, but in addition, the Contractor may also email invoices to the following address: Lucy.Todacheene@ihs.gov. Questions regarding payments, contact Finance at (928) 697-4386/4389. Additionally, the Contractor is required to include its Data Universal Numbering System (DUNS) number on each invoice. For additional information about the Dun & Bradstreet (D&B) DUNS number, please visit http://fedgov.dnb.com/webform. Invoices shall be submitted in accordance with the contract terms, i.e. payment schedule, progress payments, partial payments, deliverables, etc. All information set forth in FAR Clause 52.212-4(g), Invoice, must be included in all invoices for it to constitute a proper invoice. Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	In accordance with OMB Memorandum, M-11-32, Agencies shall make payments to small businesses as soon as practicable, with the goal of making payments within 15 days of receipt of a proper invoice. If a small business contractor is not paid within this (15 day) accelerated period, the contractor will not be given a late-payment interest penalty. Interest penalties, as prescribed by the Prompt Payment Act, remain unchanged by means of this memorandum. All small businesses shall label all invoices as Small Business. Additionally, in accordance with OMB Memorandum, M-12-16, all prime contractors are encouraged to disburse funds received from the Federal Government to their small business subcontractors in a prompt manner. To assist prime contractors in expediting contractor payments to small business subcontractors, Agencies shall, to the full extent permitted by law, temporarily establish an earlier, accelerated date for making agency payments to all prime contractors. Consistent with OMB Memorandum M-11-32 above, Agencies shall have a goal of paying all prime contractors within 15 days of receiving proper documentation. In an effort to support small business growth, drive economic activity and job creation, the Contractor is encouraged to accelerate payments to their small business subcontractors. In accordance with the requirements of the Debt Collection Improvement Act of 1996, all payments under this order will be made by electronic funds transfer (EFT). The Contractor shall provide financial institution information to the Finance Office designated above in accordance with FAR 52.232-33 Payment by Electronic Funds Transfer System for Award Management. Pre-Security/Fingerprinting must be cleared prior to starting tour of duty and incurring costs. If contractor?s provider is selected, then the Contractor and provider shall provide the following Pre-Security/Fingerprinting documents. 1) Complete Resume 2) OIG Clearance 3) Licenses/Certifications (ACLS, PALS, BLS, Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	TNCC, Diplomas etc.) 4) Copy of school transcripts 5) Declaration of Federal Employment (Typed/Original Signature) 6) Child Addendum (Typed/Original Signature) 7) OFI Form 86C 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011) (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201. (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government: (1) When no longer needed for contract performance. (2) Upon completion of the Contractor employees employment. (3) Upon contract completion or termination. (c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements. (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractors employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer. 52.237-7 Indemnification and Medical Liability Insurance (Jan 1997) Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(a) It is expressly agreed and understood that this is a nonpersonal 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 Contractors professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: $1,000,000 per occurrence; $3,000,000 aggregate. (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 Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

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 Governments 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.

Department of Health and Human Services
Applicable Clauses:
352.202-1 Definitions. (JAN 2006)
352.224-70 Privacy Act (DEC 2015)
352.226-1 Indian Preference (DEC 2015)
352.226-2 Indian Preference Program (DEC 2015)
352.237-70 Pro-Children Act. (Dec 2015)

352.237-71 Crime Control Act of 1990-Reporting of Child Abuse (Dec 2015)
(a) Public Law 101-647, also known as the Crime Control Act of 1990 (Act), imposes responsibilities on certain individuals who, while engaged in a professional capacity or activity, as defined in the Act, on Federal land or in a federally-operated (or contracted) facility, learn of facts that give the individual reason to suspect that a child has suffered an incident of child abuse.
(b) The Act designates covered professionals as those persons engaged in professions and
Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	activities in eight different categories including, but not limited to, teachers, social workers, physicians, dentists, medical residents or interns, hospital personnel and administrators, nurses, health care practitioners, chiropractors, osteopaths, pharmacists, optometrists, podiatrists, emergency medical technicians, ambulance drivers, alcohol or drug treatment personnel, psychologists, psychiatrists, mental health professionals, child care workers and administrators, and commercial film and photo processors. The Act defines the term child abuse as the physical or mental injury, sexual abuse or exploitation, or negligent treatment of a child. (c) Accordingly, any person engaged in a covered profession or activity under an HHS contract or subcontract, regardless of the purpose of the contract or subcontract, shall immediately report a suspected child abuse incident in accordance with the provisions of the Act. If a child is suspected of being harmed, the appropriate State Child Abuse Hotline, local child protective services (CPS), or law enforcement agency shall be contacted. For more information about where and how to file a report, the Childhelp USA, National Child Abuse Hotline (1-800-4-A-CHILD) shall be called. Any covered professional failing to make a timely report of such incident shall be guilty of a Class B misdemeanor. (d) By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Act. The Act also applies to all applicable subcontracts awarded under this contract. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Act. 352.237-72 Crime Control Act of 1990-Requirement for Background Checks (Dec 2015) (a) Public Law 101-647, also known as the Crime Control Act of 1990 (Act), requires that all individuals involved with the provision of child care services to children under the age of 18 undergo a criminal background check. Child care Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	services include, but are not limited to, social services, health and mental health care, child (day) care, education (whether or not directly involved in teaching), and rehabilitative programs. Any conviction for a sex crime, an offense involving a child victim, or a drug felony, may be grounds for denying employment or for dismissal of an employee providing any of the services listed above. (b) The Contracting Officer will provide the necessary information to the Contractor regarding the process for obtaining the background check. The Contractor may hire a staff person provisionally prior to the completion of a background check, if at all times prior to the receipt of the background check during which children are in the care of the newly-hired person, the person is within the sight and under the supervision of a previously investigated staff person. (c) By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Act. The Act also applies to all applicable subcontracts awarded under this contract. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Act. Health Insurance Portability and Accountability Act (HIPAA) The Indian Health Service (IHS) is required to comply with HIPAA in the provision of health care to IHS patients. HIPAA was implemented by the U.S. Department of Health and Human Services, Office of Civil Rights, under the Code of Federal Regulations, Part 160 and 164. Accordingly, all health care providers, including contracted health care providers are required to comply with HIPAA requirements (Full text will be furnished upon request). ADDITIONAL APPLICABLE FEDERAL ACQUISITION CLAUSES 52.204-7 System Award Management (Oct 2018) 52.209-5 Certification Regarding Responsibility Matters (Oct 2015) 52.209-11 Representation by Corporations Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Regarding Delinquent Tax Liability or a Felony conviction under any Federal Law (Feb 2016) 52.212-4 Contract Terms and Conditions-Commercial Items (Oct 2018) 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Items (Oct 2020) 52.224-1 Privacy Act Notification (Apr 1984) 52.224-2 Privacy Act (Apr 1984) 52.229-3 Federal, State, and Local Taxes (Feb 2013) 52.232-18 Availability of Funds (APR 1984) 52.232-33 Payment by Electronic Funds Transfer System for Award Management (Jul 2013) 52.232-40 Providing Accelerated Payments to Small Business Sub-Contractors (Dec 2013) 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Aug 1984) LIST OF ATTACHMENTS: -Performance Work Statement (PWS) No.: ERPHYS22 The total amount of award: $1,709,226.00. The obligation for this award is shown in box 26.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00001	See Block 16C	IHS1459035	

6. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

AB STAFFING SOLUTIONS, LLC 159348
AB STAFFING SOLUTIONS, LLC
3451 SOUTH MERCY ROAD
GILBERT AZ 85297

CODE 159348 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
V797D-40126
75H71022F80223

10B. DATED *(SEE ITEM 13)*
01/31/2022

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
2022.J54LRED.25223 Net Increase: $768,625.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* FUNDING ONLY ACTION

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

UEI: MKNJPM6CKSP9
MODIFICATION P00001

Reason for Modification: FUNDING ONLY ACTION

Total Amount for this Modification: $768,625.00
New Total Amount for this Version: $768,625.00
New Total Amount for this Award: $2,477,851.00
Obligated Amount for this Modification: $768,625.00
New Total Obligated Amount for this Award: $2,477,851.00

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		TANYA M. JOHNSON	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	16C. DATE SIGNED 08/22/2022

NAME OF OFFEROR OR CONTRACTOR
AB STAFFING SOLUTIONS, LLC 159348

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Contracting Officer changed from DEEANDRA SALABYE to TANYA M JOHNSON				
	Discount Terms: HHS NET 30P Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 Appr. Yr.: 2022 CAN: J54LRED Object Class: 25223 Period of Performance: 02/01/2022 to 12/31/2022				
	Add Item 2 as follows:				
2	Emergency Department Physician Services All-Inclusive Hourly Rate: (b)(4) [redacted]				768,625.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00002	See Block 16C		

6. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

AB STAFFING SOLUTIONS, LLC 159348
AB STAFFING SOLUTIONS, LLC
3451 SOUTH MERCY ROAD
GILBERT AZ 85297

CODE 159348 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
V797D-40126
75H71022F80223

10B. DATED *(SEE ITEM 13)*
01/31/2022

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
2022.J54LRED.25223

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* 52.237-3 Continuity of Services

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

UEI: MKNJPM6CKSP9
MODIFICATION P00002

Reason for Modification: Other Administrative Action

The purpose of this unilateral modification is to incorporate and exercise FAR PART 52.237-3 Continuity of Services (JAN 1991)

Period Of Performance End Date changed from 31-DEC-22 to 31-MAR-23

Total Amount for this Modification: $0.00
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		TANYA M. JOHNSON	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	16C. DATE SIGNED 12/12/2022

NAME OF OFFEROR OR CONTRACTOR
AB STAFFING SOLUTIONS, LLC 159348

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	New Total Amount for this Version: $2,477,851.00 New Total Amount for this Award: $2,477,851.00 CHANGES FOR LINE ITEM NUMBER: 1 CHANGES FOR DELIVERY LOCATION: IHSKAYENTA Delivery Date changed from 12/31/2022 to 03/31/2023 CHANGES FOR LINE ITEM NUMBER: 2 CHANGES FOR DELIVERY LOCATION: IHSKAYENTA Delivery Date changed from 12/31/2022 to 03/31/2023 Discount Terms: HHS NET 30P Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 Appr. Yr.: 2022 CAN: J54LRED Object Class: 25223 FOB: Destination Period of Performance: 02/01/2022 to 03/31/2023 Change Item 1 to read as follows(amount shown is the obligated amount):				
1	Emergency Department Physician Services All-Inclusive Hourly Rate: (b)(4)				0.00
	Change Item 2 to read as follows(amount shown is the obligated amount):				
2	Emergency Department Physician Services All Inclusive Hourly Rate: (b)(4)				0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00003	See Block 16C	IHS1466467	

6. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

AB STAFFING SOLUTIONS, LLC 159348
AB STAFFING SOLUTIONS, LLC
3451 SOUTH MERCY ROAD
GILBERT AZ 85297

CODE 159348 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
V797D-40126
75H71022F80223

10B. DATED *(SEE ITEM 13)*
01/31/2022

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
2023.J54LRED.25223

Net Increase: $153,725.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* FUNDING ONLY ACTION

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

UEI: MKNJPM6CKSP9
MODIFICATION P00003

Reason for Modification: FUNDING ONLY ACTION

Total Amount for this Modification: $153,725.00
New Total Amount for this Version: $153,725.00
New Total Amount for this Award: $2,631,576.00
Obligated Amount for this Modification: $153,725.00
New Total Obligated Amount for this Award: $2,631,576.00

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		TANYA M. JOHNSON	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	01/26/2023

NAME OF OFFEROR OR CONTRACTOR
AB STAFFING SOLUTIONS, LLC 159348

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Discount Terms: HHS NET 30P Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 Appr. Yr.: 2023 CAN: J54LRED Object Class: 25223 Period of Performance: 02/01/2022 to 03/31/2023 Add Item 3 as follows:				
3	Emergency Department Physician Services All-Inclusive Hourly Rate: (b)(4) [redacted]				153,725.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00004	See Block 16C		

6. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

AB STAFFING SOLUTIONS, LLC 159348
AB STAFFING SOLUTIONS, LLC
3451 SOUTH MERCY ROAD
GILBERT AZ 85297

CODE 159348 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
V797D-40126
75H71022F80223

10B. DATED *(SEE ITEM 13)*
01/31/2022

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

Net Decrease: -$225,709.81

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* FAR 4.804-1 DEOBLIGATION AND CLOSE OUT

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

UEI: MKNJPM6CKSP9
MODIFICATION P00004:

LIST OF CHANGES:
Reason for Modification: Funding Only Action
Total Amount for this Modification: -$225,709.81
New Total Amount for this Version: $696,640.19
New Total Amount for this Award: $2,405,866.19
Obligated Amount for this Modification: -$225,709.81
New Total Obligated Amount for this Award: $2,405,866.19

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		TANYA M. JOHNSON	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	11/20/2023

NAME OF OFFEROR OR CONTRACTOR
AB STAFFING SOLUTIONS, LLC 159348

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Buyer changed from ROXANNE R FRANKLIN to DAISHA G RICHARDS Contracting Officer Representative changed from SHEILA D DENNY to IHS CORNOTREQUIRED CHANGES FOR LINE ITEM NUMBER: 2 Total Amount changed from $768,625.00 to $696,640.19 Obligated Amount for this Modification: -$71,984.81 CHANGES FOR DELIVERY LOCATION: IHSKAYENTA Amount changed from $768,625.00 to $696,640.19 CHANGES FOR ACCOUNTING CODE: 2022.J54LRED.25223 Amount changed from $768,625.00 to $696,640.19 Discount Terms: HHS NET 30P Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 Period of Performance: 02/01/2022 to 03/31/2023 Change Item 2 to read as follows(amount shown is the obligated amount):				
2	Emergency Department Physician Services All-Inclusive Hourly Rate: (b)(4) [redacted] Accounting Info: 2022.J54LRED.25223 Appr. Yr.: 2022 CAN: J54LRED Object Class: 25223 Funded: -$71,984.81 Cancel Item 3 in its entirety.				-71,984.81

RFQ ID: RFQ1533327 Active

View RFQ details

Quote ID: RFQ1533327-HVQ

Pending Response

Vendor
AB STAFFING SOLUTIONS, LLC

Total Quote Price:
(b) (4)

This quote is good until:
03/01/2022 07:00 PM EST

DUNS:
095931486

Contract #
V797D-40126

Prompt Pay:
0 Days 0%

Contact
Lance Schugg
480-719-7255
lance@abstaffing.com

Contract End Date
03/31/2024

FOB:
Destination

Source/Category
621 I/621-002

Vendor Comments & Attachments

Vendor Comments

AB Staffing Solutions response includes available providers and all currently credentialed locums willing to extend their services for the solicited period of performance.

Vendor Attachments

(b) (6)
(b) (6)
(b) (6)
(b) (6)
(b) (6)
(b) (6)
(b) (6)
(b) (6)
(b) (6)
(b) (6)
(b) (6)
(b) (6)
(b) (6)

ABSS ED Past Performance Kayenta EMergnecy Room Physicians.pdf

Line Items

Mfr. Part/Item #	Manufacturer	Product/Service Name	Qty	Unit	Unit Price	Total Price
	All-Inclusive Hourly Rate	Regular/OT/Holiday Hourly Rate	1	EA	(b) (4)	(b) (4)

Total Line Items: (b) (4)

Total Dollar Amount in Attachments: $0.00

FOB Transportation Cost: $0.00

Total Quote: (b) (4)

Buyer Notes

Comments

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1.0 GENERAL:

This performance work statement describes the requirements of a non-personal service contract for the provision of EMERGENCY PHYSICIAN SERVICES for the Indian Health Services (IHS), Navajo Area Indian Health Service (NAIHS), and Kayenta Health Center (KHC) Emergency Department and Inscription House Urgent Care Clinic. The contractor shall provide a physician to cover these services at a fixed hourly rate.

1.1 BACKGROUND:

The IHS is the agency within the Department of Health and Human Services responsible for providing federal healthcare services to American Indians and Alaska Natives. The IHS is the principal federal health care provider and health advocate for Indian people and its goal is to raise their health status to the highest possible level. The IHS provides a comprehensive health service delivery system for approximately 1.9 million American Indians and Alaska Natives who belong to 564 federally recognized tribes in 35 states. The goal is to insure comprehensive and quality Emergency Physician services are available to the community served by KHC.

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

The KHC Emergency Department (ED) is currently a free-standing ED, without a local hospital, at a site shared with clinics providing outpatient services. The ED is in operation 24 hours a day, 7 days a week, 365 days per year. In July 2016, KHC moved into a new facility, and ED visits have increased steadily and reached slightly above 1800 in CY2019 or about 1500 patients a month. In the near future, an in-patient unit is expected to open, and the ED will no longer be free-standing but a component of a short stay hospital.

The Inscription House Center is a satellite clinic of KSU and its Urgent Care Clinic provides a more limited level of care than the Emergency Department and is open 0800 to 1700 Monday through Friday. IHHC is located approximately 45 minutes by car from KHC.

1.2 SCOPE:

The Contractor shall provide Emergency medicine physician services in accordance with section 5.0, performance based requirements.

1.2.1 **Duties and responsibilities** will encompass outpatient Emergency Medicine and urgent care services to IHS patients. The contractor reports to the Emergency Department Supervisor Physician. These services may in an emergency situation occasionally require accompanying patient in ground transportation assets owned by IHS or private entities.

1.2.2 **Place of Performance:** The Contract shall provide Emergency Medicine or Urgent Care services as required at the Kayenta Service Unit or IHHC as scheduled with the Emergency Department Supervisor Physician.

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

1.3 APPLICABLE DOCUMENTATION:

1.3.1 Section 231 of Public Law 101-6&7, the Crime Control Act of 1990.

1.3.2 Section 4087 of Public Law 101-630, the Indian Child Protection and Family Violence Act.

1.3.3 Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI).

1.3.4 Privacy Act of 1974.

1.3.5 Service Unit and Health Center Policies, Procedures and Protocols.

1.3.6 Public Law 102-573, Indian Health Care Improvement Act, Section 222

1.3.7 42 Code of Federal Regulations (CFR) 136.11-136.21 Contract Health Care Services.

1.3.8 Public Law 93-638, Indian Self-Determination Act

2.0 DEFINITIONS:

2.1 **Acceptance:** An authorized representative of the Government has inspected and agreed that the work meets all requirements of this contract, to include documentation requirements

2.2 Advanced Life Support (ALS): Emergency medical care for sustaining life, including defibrillation, airway management, and drugs and medications.

2.3 Advanced Life Support for Obstetrics (ALSO): An advanced level of hospital care

and procedures to effectively manage potential emergencies during the perinatal period.

2.4 Approval: The Government has reviewed submittals, deliverables, or administrative documents (e.g., insurance certificates, installation schedules, planned utility interruptions, etc.) and has determined the documents conform to contract or contract requirements. Government Approval shall not relieve the Contractor from responsibility for complying with contract requirements.

2.5 Active Labor: Contractions less than (<) 5 minutes apart and/ or greater than (>) 4 cm dilation.

2.6 Award Term Plan: Relative to Performance Based Contracting and rewarding the Contractor for satisfactory performance with option of contract term extension.

2.7 Basic Life Support (BLS): A specific level of pre-hospital medical care provided by trained and certified responders, including Emergency Medical Technicians (EMTs). BLS consists of a number of life-saving techniques e.g. the use of airway adjuncts such as respirators, emergency oxygen therapy; application of Cardiopulmonary resuscitation and other non-invasive emergency procedures.

2.8 CMS: Centers for Medicare & Medicaid Services.

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

2.10 Contracting Officer Representative (COR): A federal employee who assists the ordering/issuing activity-contracting officer in the administration of task orders issued under this contract. The PO is primarily responsible for the day-to-day program management of the ordering activity's task or delivery orders.

2.11 Contractor: The individual/company awarded this contract.

2.12 CPARS: Contractor Performance Assessment Reporting System**.** A web-enable system with electronic workflow that reports and rates Contractor performance.

2.13 EHR: Electronic Health Record

2.14 Eligible Beneficiaries: Services will be made available, as medically indicated to persons of Indian descent belonging to the Indian community served by the local facilities and program. Services will also be made available, as medically indicated, to a non-Indian woman pregnant with an eligible Indian's child but only during the period of her pregnancy through postpartum (generally about six weeks after delivery)

2.15 EMTALA: Emergency Medical Treatment And Labor Act

2.16 Emergency Medical Service (EMS): Those services that do qualify for basic life support or advance life support.

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

2.18 Health insurance portability and accountability act (HIPAA) - Acronym that stands for the Health Insurance Portability and Accountability Act, a US law designed to provide privacy standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals and other health care providers. Developed by the Department of Health and Human Services.

2.19 IHS PRC eligible beneficiaries – Services will be made available, as medically indicated to persons of Indian descent belonging to an Indian community served by the local facilities and program. Services will also be made available, as medically indicted, to a non-Indian woman pregnant with an eligible Indian's child but only during the period of her pregnancy through postpartum (generally about 6 weeks after delivery.)

2.20 Inter-facility: Between two health facilities.

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

2.22 Ordering Activity Contracting Officer: An employee of IHS authorized and warranted to issue task orders and to make subsequent task order modification(s) under this contract. The Ordering Activity CO has the authority to make initial determinations on all matters of dispute regarding task orders.

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

2.24 Purchased/Referred Care (PRC): Health Services provided at the expense of the Indian Health Service (IHS) provided by public or private medical or hospital facilities other than those of the service.

2.25 Quality Assurance Surveillance Plan (QASP): An organized written document

prepared and used by the Government for Quality Assurance surveillance of the contractor's performance.

2.26 RN: means the same as a Registered Nurse.

2.27 Root Cause: A situation where performance does not meet expectations. Cause suggests responsibility or a factor to blame for a problem.

2.28 Sentinel Event: An event/incident that is unique and not planned for. JCAHO definition: unexpected occurrence resulting in death or serious physical injury or the risk there of.

2.29 Service Unit: A facility that houses Service Unit administrative staff and is responsible for the administration, coordination, and implementation of the Indian Health program/s in a designated geographic portion of the Area.

2.30 Task Order: An order issued in accordance with the terms of the contract and ordering activity's specific requirements. An ordering activities written order to obtain services, at a minimum will include the following where applicable: description of services, skill categories, hours, price, period of performance, contract number, and the ordering activities task or delivery order number.

2.31 Verifiable Emergency: An unexpected/unplanned episode requiring valid documentation to confirm the occurrence.

3.0 GOVERNMENT FURNISHED INFORMATION, PROPERTY AND SERVICES:

3.1 Information: Government unique information related to this requirement, which is necessary for Contractor performance, will be made available to the Contractor. The Contracting Officer or designee will be the point of contact for identification of any required information to be supplied by the Government. The contract physicians must complete orientation (typically 8 hours) prior to working in the Emergency Department.

3.2 Joint Use by the Government and the Contractor: The Government will provide, for joint use by the Government and the Contractor, all necessary equipment, supplies, and clinic space to perform the services under this contract.

3.3 Contractor Exclusive Use:

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

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

4.0 CONTRACTOR FURNISHED INFORMATION, PROPERTY AND SERVICES:

4.1 Electronic Prescribing of Controlled Substances Token

Arizona will require electronic prescription of controlled substances starting Jan 1st 2020. To comply with that mandate, KSU has initiated Electronic Prescribing of Controlled Substances (EPCS). EPCS requires providers to use a digital signing token as a component of the "two-factor" identification.

Effective January 1st 2021, KSU will require that all contracting providers possess a digital signing token for EPCS use. This will now be considered a requirement for employment; KSU will no longer purchase them for contractors.

KSU recommends IdenTrust as a source for the digital signing token. The cost is approximately $175; however the good news is that the token will be valid for two years and also it can be used at other IHS facilities who use the same EHR/RPMS system (i.e. you do NOT need to purchase additional tokens if you contract at other IHS facilities).

Information and instructions for obtaining a digital signing token from IdenTrust will be provided to each provider prior to their orientation by the Pharmacy. To simplify this process, once the contractor has their security profile verified and receives their token from IdenTrust, KSU can complete the token initialization process when the contractor arrives on site.

5.0 PEFORMANCE-BASED REQUIREMENTS:

The Contractor shall provide Emergency Physician Services for the Emergency Department at the Kayenta Health Center. The following are the elements of service called for under this contract. This PBSOW describes the desired service outcome; in their proposal, the Contractor shall specify how each outcome is to be achieved, including relevant logistics, and contingency plans to achieve each element in case of unforeseen circumstances. The Contractor's performance will be evaluated in accordance with the standards set forth in the Performance-based Matrix of paragraph 8.0.

5.1 The Contractor performed Emergency Physician Services

5.1.1 Kayenta Health Center needs Emergency Department operates 24 hours a days with 48 hours of physician services each day. That is a total need of 21,900 total hours a year, which is a combination of IHS or PHS employee and contract physician's hours. The contract hours needed will could increase or decrease if there is a change in the number of permanent KHC ED physicians or an unexpected need for more urgent care hours. The hours for each shift may change according to the needs of the ED/UC and patient population.

5.1.2 In addition to at least one physician on duty in the KHC-ED, there must always be a second physician available for back-up at all times, on all days. During double coverage hours, the second physician on duty in the ED may serve as the backup physician, but during single coverage hours, there must always be at least one other Contract physician immediately available to come in to provide backup. This is normally covered by the Evening shift provider but can be covered by another if arranged ahead of time with the Department Supervisor.

5.1.3 While emergency medicine residency training is not required of all providers (see Qualification Requirements), it is recommended that at least one of the physicians working during each 24-hour period must be emergency medicine residency-trained. .The ED physicians must provide back up for each other in the event of major emergencies, such as multi-victim trauma, overwhelming patient volume, and obstetrical emergencies, where additional help assures better patient care and throughput. This occurs most frequently with women in labor who are deemed safe to transport to a higher level of care but who may require medical support in the event of a precipitous delivery. Callback is expected in these situations because the ER cannot be left without physician coverage.

5.1.4 The contractor's plan should include a strategy for sufficient physician coverage to meet patient needs (including seasonal volume changes), be available at all times for callbacks, provide support in the event of major emergencies, and to cover unanticipated gaps in ER physician coverage (that is, those caused by flight delays and so forth). To meet these needs, there must never be a time when there is only one Contract physician in Kayenta. In addition to at least one physician on duty in the KHC-ED, there must always be at least a second physician available for back-up at all times, on all days. During double coverage hours, the second physician on duty in the ED may serve as the backup physician, but during single coverage hours, there must always be at least one other Contract physician immediately available to come in to provide backup. Exceptions are only acceptable if alternative arrangements are previously made with and approved by the KHC-ED Medical Director or KHC Clinical Director.

5.1.5 New-provider orientation and training may be scheduled for 1-5 days. A portion of the orientation will be on-line learning to be completed before the arrival of the physician.

5.1.6 Kayenta is open to considering a variety of staffing models, but no physician should be scheduled for more than a 12-hour shift or back-to-back shifts without time for rest and recovery.

5.1.7 The contractor shall communicate with the medical control for the Navajo Nation Emergency Medical Service and with the Ground Transport

contractor stationed in Kayenta, AZ, and in accordance with KHC policies and procedures as needed.

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5.2 Work Schedule:

ED shifts currently run from 7 AM to 7 PM (day shift), 7 PM to 7 AM (night shift), 9 AM to 9 PM (Morning) and 2 PM to 2 AM. (Evening). There is frequently an additional 11 AM to 11 PM (swing shift) to provide extra coverage for the busiest hours. All services shall be provided on an as needed basis as scheduled by the ED Department supervisor or appointee.

6.0 Qualification Requirements: The Contactor shall meet the following requirements throughout the term of the contract.

6.1 Experience. The Contractor shall provide physicians to perform the necessary medical care for patients in a variety of emergency department situations such that at least one physician is on duty at the KHC-ED at all hours of all shifts. The Contractor physicians shall provide immediate medical evaluation, examination, diagnosis, treatment, and/or referral of patients who present for care in the KHC emergency services area. The Contractor physician shall provide professional advice to personnel in emergency situations with regard to professional management of patients being treated and/or hospitalized. Contractor physician care shall cover the range of emergency department care typically provided in a rural civilian practice of similar size. The following list is an example of the types of cases, but is not all-inclusive:

A. Major trauma, including fractures of multiple extremities, stab wounds, open wounds of the chest and abdomen, head trauma, suspected spine injuries, lacerations, amputations;
B. Major medical emergencies such as cardiac arrest, myocardial infarction, respiratory failure, shock, diabetic ketoacidosis;
C. Obstetrical emergencies such as deliveries of single or multiple births, acute pregnancy complications, vaginal bleeding;
D. Pediatric emergencies
E. Acute psychiatric problems, including suicide attempts
F. Lower-acuity complaints including viral illnesses, other infections, minor orthopedic problems, minor trauma, alcohol abuse;
G. The contracted physician shall be responsible providing Emergency Department coverage for the inpatient service once established until the inpatient physician becomes available.
H. External cardiac pacing, endotracheal intubation with the use of appropriate anesthesia, procedure sedation, thoracentesis, tube and/or needle thoracotomy, cricothyrotomy, vaginal delivery, peritoneal lavage, laceration repair, reduction and stabilization of fractures and dislocations, arthrocentesis, paracentesis, lumbar puncture, intraosseous cannulation, use of ultrasound for the FAST exam, limited interpretation of radiographs, ultrasounds, and CT studies, electrocardiograms and administration of thrombolytics.

62 **Quality of care by physicians:** Contractor physicians shall practice in adherence to typical standards and guidelines as defined by, but not limited to, KSU Governing Board bylaws, KHC Medical Staff bylaws, rules, policies and procedures, KHC ED policies and procedures, Indian Health Service, Centers for Medicare and Medicaid Services (CMS), the Joint Commission (TJC), applicable state licensure boards, and applicable federal authorities (e.g., IHS, DEA, etc.)

63 **Documentation of care by physicians:** Contract physicians shall generate and maintain proper medical record information on beneficiaries to whom treatment is provided in accordance with Indian Health Service (IHS), TJC, and CMS regulations. The Contractor physician shall prepare all medical record documentation to meet or exceed the established standards of the IHS facility to include, but not limited to: timeliness, legibility, accuracy, content, and signature. Contractor physicians shall complete all third party reimbursement forms. All medical record information and documentation generated in the performance of this contract must be completed at the time of departure and will remain the property of and subject to the exclusive control of the IHS. The contractor physician is responsible for following up all ordered laboratory and x-ray tests. Contract physicians are expected to use the Electronic Health Records for entry of their documentation where applicable. The Health Information Department shall be notified in advance of the contractor providers last workday. Failure to properly complete medical record documentation before leaving may result in a delay or failure of the processing of all invoices from the contractor. The contractor shall establish a reporting system that includes significant findings, major problems encountered, and plans for their resolution.

64 **Physician qualifications, credentials, and competencies:** Contract physicians shall meet the following requirements throughout the term of the contract:

6.4.1 **Experience:** The Contractor shall ensure that all Contract physicians are trained and licensed to perform Emergency Physician Services.

6.4.2 **Licensure:** The Contractor shall ensure that all Contract physicians hold a valid, active, and unrestricted physician license in at least one state.

6.4.3 **Certifications**: The Contractor's physician performing services under this contract shall be certified in ATLS, ACLS, PALS, BLS. NRP and ALSO strongly recommended for Family Practice Trained providers and required for all others.

6.4.4 **Physician qualifications:** The contractor's personnel performing services under this contract shall be qualified by at least one of the following routes (Note: Only accept residency training from a program

certified by the ACGME or AOA and board certification through specialty boards approved by the American Board of Medical Specialties or AOA):

A. Satisfactory completion of an Emergency Medicine with either current ABEM or ACOEM emergency medicine board certification or planned certification within 18 months of completing residency or fellowship training.

B. Satisfactory completion of an approved Family Practice residency and ABFP board certification family medicine and 2000 hours, one-year full time or equivalent of independent practice providing care as an emergency department physician.

C. Providers with satisfactory completion of an approved residency and board certification in another specialty and 7500 hours, three and half years of full time or equivalent of independent practice providing care as an emergency department physician; or no board certification may be considered if they have 10,000 hours or five years of full time experience as Emergency Physicians with commensurate volume and acuity. This is subject to COR or designee review and limited to situations in which no more highly qualified individuals are available. If the provider demonstrates a high degree of competency in the Kayenta Health Center Emergency Department the COR may, upon the recommendation of the Emergency Department Medical Director and Medical Staff, determine that this provider may be considered on a continuous part time basis.

D. Providers who are already credentialed at the Kayenta Service Unit and approved by the COR or designee.

E. Providers with lapsed board certification in one of the above categories may be considered, subject to COR or designee review, if they are currently eligible for board certification according to the standards defined by the relevant boards for their specialty.

6.4.5 Core privileges: Core privileges include those necessary for initial evaluation and management, to include identification, stabilization and treatment of acute illness and injury of patients of any age. This includes life- threatening illness or injury.

6.4.6 Competencies: The Contractor's personnel performing services under this contract shall be proficient in essential emergency medicine skills demonstrable by one of the following:

A. Completion of an emergency medicine residency within the last 4 years.

B. Presentation of a log documenting skill performance during the last 2 years.
C. Copies of skill competency documentation from other facilities within the last 2 years.
D. Signed attestation summarizing skill performance during the last 2 years.
E. Presentation of CME documentation from courses providing hands-on training and evaluation of skill performance within the last year.
F. A combination of the above.
G. In order to establish and maintain core competencies, contract physicians will be required to spend 1-2 hours per month in on-line or hands-on-training arranged with the ED Medical Director.

6.5 **CME**: Documentation of continuing medical education (CME) is not required if within one year after graduating from an Emergency Medicine or Family Practice residency. Otherwise, a report documenting an average of 30 hours of CME per year in Emergency Medicine for the past three years is required.

6.6 **Contractor documentation requirements:** For each Contract physician, Contractor shall provide initial evidence of each of the above required qualifications, credentials, and competencies. In addition, Contractor shall provide, to the COR or designee, a roster that provides Contract physician names, certification number and certification expiration date. The Contractor shall furnish, to the COR or designee, copies of renewals of any licenses and certifications for all employees providing services under this contract.

6.6.1 The Contractor shall be required to maintain records that document the competence and performance level of Contractor employees working on this contract, consistent with current TJC, CMS, and other regulatory and/or accrediting body requirements. The Contractor shall provide a current copy of the competence and performance assessments to the Service Unit Clinical Director for each Contractor physician completing assignment in the Kayenta Emergency Department.

6.6.2 Documentation for credentialing of new physicians:
Except when unavoidable due to urgent unanticipated needs, the Contractor will provide the information required for credentialing of any new contract physician four weeks prior to their scheduled start date. Contractors must complete on-line mandatory trainings prior to arrival.

6.7 **Response to Reports:** The Contractor shall cooperate with the KSU Clinical Director and the KSU Emergency Department Medical Director in resolving issues with contract physician deficiencies with respect to:

A. Clinical and Records management Error Reports
B. Morbidity/Mortality Review Reports
C. Ongoing and Focused Peer Reviews
D. Provider certifications expiration dates.
E. Performance Improvement Reviews.

6.8 **Conduct:** Contractor physicians shall interact in a professional manner with patients, colleagues and co-workers.

6.9 **New Employee Orientation**: Contract physician/providers must attend one day of new employee orientation and complete requested on-line trainings. The Contractor shall complete the Information Systems Security Awareness (ISSA) training within 24 hours of start date.

6.10 **Background Checks:** The Contractor shall comply with Agency Personal Identity Verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201; this includes fingerprinting guidelines. As directed by the Contracting Officer, the Contractor shall provide all requested information necessary to perform Level I and Level II background checks. The Contractor shall comply with the requirement to obtain security investigations. The Contractor shall work with the IHS to ensure that the pre-employment screening process includes the appropriate investigation questionnaires and forms to be completed. All completed forms will be reviewed by the Contractor and forwarded to the Government Personnel. The Contractor will be immediately removed from the position if at any time the investigation receives unfavorable adjudication, or, if other unfavorable information that would affect the investigation becomes known. If FSS Contract was initiated before 10/29/2010, then fingerprint clearance can be submitted when provider first arrives on-site. If FSS Contract was initiated after 10/29/2010, then fingerprint clearance must be approved before tour of duty begins, UNLESS your FSS contract contains a Background Investigations clause, then fingerprint clearance can be submitted when provider first arrives on-site.
The Contractor shall turn in all Human Resource application forms to Clinical Department at least 5 days prior to beginning tour of duty. Clinical Department will forward forms to the local Human Resource Department. Have two (2) forms of Identification.

6.11 **Immunizations:** The contractor shall provide proof of employee immunizations for:

- Immunity to Rubella, Mumps, Measles, Varicella
- Immunity to Hepatitis B or a signed declination statement
- Tetanus Diphtheria (Td) within the last 5 years and Tdap in the past
- Documentation of receiving a TB Mantoux skin test (PPD) within the past 12 months with documentation of follow-up for a positive test.

7.0 Indemnification and Insurance

7.1 **FAR 52.237-7 Indemnification and Medical Liability Insurance (Jan 1997)**

(a) It is expressly agreed and understood that this is a non-personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: * _$1,000,000.00_____.

(b) An apparently successful offer, or upon request, the Contracting Officer, shall be furnished, prior to contract award, evidence of the Contractor's insurability concerning the medical liability insurance required by paragraph (a) of this clause prior to the commencement of services under this contract.

(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. If 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.

(d)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.

(e)The Contractor shall insert the substance of this clause, including this paragraph, 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.

7.2 Contractor staff Indemnification/Insurance: If the acuity of the patient requires the contractor's staff to assist and work with IHS staff at the patient's bedside, the contractor shall provide liability insurance coverage for their staff while working in the IHS facility, and shall indemnify the NAIHS facility and staff from all claims resulting from the performance of contractor's employees

8.0 Challenges to Conflicts: For any inconsistency between supervisor directions, this Performance Work Statement, attachments and exhibits, the following order of precedence will apply:

(a) First Priority: Supervisor's directions
(b) Second Priority: Position Description (attached)
(c) Third Priority: Performance Work Statement Exhibits
(d) Fourth Priority: Performance Work Statement Narrative

9.0 52.249-12 Termination (Personal Services) (Apr 1984): The Government may terminate this contract at any time upon at least 15 days' written notice by the Contracting Officer to the Contractor. The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least 15 days' written notice to the Contracting Officer.

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

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

10.1 Attachments

Position Description (Service Unit specific)

10.2 Written Competency Assessments

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

11.0 PERFORMANCE-BASED MATRIX

PERFORMANCE OBJECTIVES	INDICATOR	PERFORMANCE STANDARD	SURVEILLANCE PLAN	CONTRACTOR INCENTIVE
The Contractor shall provide quality Emergency Department Physician services for the Emergency Department at the Kayenta Health Center on an "as needed" basis. This will include full spectrum of emergency and urgent care. The physicians shall also be responsible for transfers (as medically indicated) and provision of emergency care to inpatients as needed.	1. Adequate staffing and on-call support to meet performance requirements 2. Quality of care Contractor physician shall provide immediate medical evaluation, treatment, and/or referral of patients who present for care at KHC Emergency Services area. The emergency medical care provided shall cover the range of emergency care typically provided in a rural civilian practice of similar size and remoteness. 3. Documentation of care with the contractor physicians using the electronic health record (EHR) for medical records documentation. 4. Physician qualifications, credentials, competencies 5. Error reports:	1. No coverage gaps 2, 3. Adherence to standards and guidelines noted in PBSOW. 4. 100% of physicians meet requirements. 5. Documentation provided by contractor before start of duty for 100% of physicians 6. Reports are complete and timely with 100% of reports completed by deadlines. 7. Less than 3 conduct complaints by patients or staff per month total among all physicians	1. Surveillance systems will include: • Periodic chart reviews • Review of morbidity and mortality reports • Review of error reports • Substantiated complaints • Random samples 2. Review of all concerns raised by staff, patients, or receiving facilities • Ongoing PI reviews. 3. Reports of medical record coders and radiology. 4. Medical Staff Office, Human Resources, and IT reporting. 5. ED Medical Director, COR, and Clinical Director reports. 6. No more than 3 failures per quarter to comply with documentation standards:	1. Payment of hourly rate; Successful evaluation using the CPARS; avoidance of cure notice; and avoidance of fee reimbursing the Government for services required due to deficiency.

	• Quarterly reports of provider • Certification/ expiration dates for ATLS, ACLS, PALS, BLS; NRP and ALSO as recommended • Medical records documentation 6. Professional conduct of providers		• Signing off on lab, x-ray or imaging reports. • Correcting charting errors • Chart completions • Three (3) valid complaints by patients or by staff of deficiencies regarding patient care, contractor behavior and/or professional demeanor during a 6-month period. • No more than one failure per quarter to respond to professional improvement/quality assurance and periodic review reports.	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00001	See Block 16C		

6. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SEQUOYAH STAFFING AGENCY LLC 1565246
Attn: OSMANY M DUANY
5350 CURRY FORD RD STE A
ORLANDO FL 32812

CODE 1565246 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. 75H71025P00571

10B. DATED *(SEE ITEM 13)* 04/09/2025

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
2025.J54048K.25223

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Bilateral; IAW HHSAR 352.237-75 Key Personnel

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

UEI: DNTBKML38S26
Order No. 75H71025P00571 is hereby modified to reflect the following changes:

--Per HHSAR 352.237-75 Key Personnel; Include Key Personnel to the contract.

$692,328.00 Original Award Amount
$ 0.00 Supp. Agreement by Mod #1
==========
$692,328.00 Revised Award Amount

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		JERLYN R. BEGAY	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	07/31/2025

NAME OF OFFEROR OR CONTRACTOR
SEQUOYAH STAFFING AGENCY LLC 1565246

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Discount Terms: HHS NET 30P Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 Appr. Yr.: 2025 CAN: J54048K Object Class: 25223 Period of Performance: 07/01/2025 to 12/31/2025 Change Item 1 to read as follows(amount shown is the obligated amount):				
1	Base Period: Contractor shall provide Emergency Department Physician Services in the delivery of patient care at Kayenta Health Center, Kayenta, Arizona 86003. Regular Rate Hours: (b)(4) Bill Rate: (b)(4) (The bill rate is an all inclusive rate including all applicable taxes with no special pay for holidays or additional hours.) This is a labor-hour CLIN with not-to-exceed value of $692,328.00 that the Contractor exceeds at its own risk. ALL OTHER TERMS AND CONDITIONS TO REMAIN IN EFFECT.				0.00

352.237-75	KEY PERSONNEL	DEC 2015

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

Name: (b) (6)
Available Service Dates: 07/01/2025 – 12/31/2025
Agreed-upon Absence Date(s): TBD

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00001	See Block 16C		

6. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SEQUOYAH STAFFING AGENCY LLC 1565246
Attn: OSMANY M DUANY
5350 CURRY FORD RD STE A
ORLANDO FL 32812

CODE 1565246 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. 75H71025P00571

10B. DATED *(SEE ITEM 13)* 04/09/2025

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2025.J54048K.25223

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X	D. OTHER *(Specify type of modification and authority)* Bilateral; IAW HHSAR 352.237-75 Key Personnel

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

UEI: DNTBKML38S26
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--Per HHSAR 352.237-75 Key Personnel; Include Key Personnel to the contract.

$692,328.00 Original Award Amount
$ 0.00 Supp. Agreement by Mod #1
==========
$692,328.00 Revised Award Amount

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		JERLYN R. BEGAY	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	07/31/2025

NAME OF OFFEROR OR CONTRACTOR
SEQUOYAH STAFFING AGENCY LLC 1565246

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Discount Terms: HHS NET 30P Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 Appr. Yr.: 2025 CAN: J54048K Object Class: 25223 Period of Performance: 07/01/2025 to 12/31/2025 Change Item 1 to read as follows(amount shown is the obligated amount):				
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352.237-75	KEY PERSONNEL	DEC 2015

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

Name: (b) (6)
Available Service Dates: 07/01/2025 – 12/31/2025
Agreed-upon Absence Date(s): TBD

(End of clause)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE	OF
	1	56

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			75H71025Q00010	10/07/2024

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	ADRIAN SEGAY	505-339-9474	10/18/2024 1300 MT

9. ISSUED BY — CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:

- ☐ SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- ☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
- ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- ☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 621111

SIZE STANDARD: $16

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
☒ SEE SCHEDULE		☐	☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO — CODE

Kayenta Health Center
HWY 160, S. Mile Post 394.3
Kayenta AZ 86033

16. ADMINISTERED BY — CODE 51

Gallup Indian Medical Center
Acquisition Department
1808 W. Aztec Avenue
Gallup NM 87301

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

Sequoyah Staffing Agency, LLC
5350 Curry Ford Rd Suite A
ORLANDO, FL, 32827, USA

TELEPHONE NO. 407-749-9651

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DELIVER TO: IHSKAYENTA Kayenta Health Center Acquisition Department, PO Box 368 Highway 160, Mile Post 394.3 Kayenta AZ 86033 US *This is a 100% ISBEE Set-Aside* This contract is subject to the electronic payment process by the Department of Treasury. All invoices complying to the requirements at *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

(b) (6)

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
10/10/2024	MARGARET J. SHIRLEY-DAMON	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 11/2021)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	52.212-4(g) must be submitted through www.ipp.gov. For additional information, refer to the incorporated clause at 352.232-71 Electronic Submission of Payment Requests (FEB 2022). Period of Performance: 02/01/2025 to 01/31/2026				
1	Non-Personal Healthcare Services for Emergency Department Physician Services (b) (4) [redacted] The contractor shall provide required services IAW Attachment A - Performance Work Statement This is a Labor-Hour CLIN. Values are estimated that the Contractor exceeds at its own risk. Period of Performance: 02/01/2025 to 07/31/2025	(b) (4)		[redacted]	(b) (4) [redacted]
2	Non-Personal Healthcare Services for Emergency Department Physician Services (b) (4) [redacted] The contractor shall provide required services IAW Attachment A - Performance Work Statement This is a Labor-Hour CLIN. Values are estimated that the Contractor exceeds at its own risk. (Option Line Item) Continued ...	(b) (4)		[redacted]	[redacted]

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	08/01/2025 Period of Performance: 08/01/2025 to 01/31/2026				

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/24/2024

(b) (4)

352.226-6 INDIAN ECONOMIC ENTERPRISE; SUBCONTRACTING LIMITATIONS

MAR 2022

(a) Definitions as used in this clause.

(1) Indian Economic Enterprise means any business activity owned by one or more Indians or Indian Tribes that is established for the purpose of profit provided that: The combined Indian or Indian Tribe ownership must constitute not less than 51 percent of the enterprise; the Indians or Indian Tribes must, together, receive at least a majority of the earnings from the contract; and the management and daily business operations of an enterprise must be controlled by one or more individuals who are Indians. To ensure actual control over the enterprise, the individuals must possess requisite management or technical capabilities directly related to the primary industry in which the enterprise conducts business. The enterprise must meet these requirements throughout the following time periods:
(i) At the time an offer is made in response to a written solicitation;
(ii) At the time of the contract award; and
(iii) During the full term of the contract.
(2) Subcontract means any contract, as defined in FAR subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
(3) Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.
(b) Required Percentages of work by the concern. The contractor must comply with FAR 52.219-14, Limitations on Subcontracting clause in allocating what percentage of work to subcontract. The contractor shall not subcontract work exceeding the subcontract limitations in FAR 52.219-14 to a concern other than a responsible Indian Economic Enterprise.
(c) Any work that an IEE subcontractor does not perform with its own employee shall be considered subcontracted work for the purpose of calculating percentages of subcontract work in accordance with FAR 52.219-14 Limitations on Subcontracting.
(d) Cooperation. The contractor must:
(1) Carry out the requirements of this clause to the fullest extent; and
(2) Cooperate in any study or survey that the CO, Indian Health Service or its agents may conduct to verify the contractor's compliance with this clause.
(e) Incorporation in Subcontracts. The contractor must incorporate the substance of this clause, including this paragraph (e), in all subcontracts for general services, A&E services and construction awarded under this contract.

(End of clause)

Kayenta Health Center
Emergency Department
Performance Based Statement of Work (PBSOW)
PHYSICIAN SERVICES

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Kayenta Health Center
Emergency Department
Performance Based Statement of Work (PBSOW)
PHYSICIAN SERVICES

1.0 GENERAL:

This performance work statement describes the requirements of a non-personal service contract for the provision of EMERGENCY PHYSICIAN SERVICES for the Indian Health Services (IHS), Navajo Area Indian Health Service (NAIHS), and Kayenta Health Center (KHC) Emergency Department and Inscription House Urgent Care Clinic. The contractor shall provide a physician to cover these services at a fixed hourly rate.

1.1 BACKGROUND:

The IHS is the agency within the Department of Health and Human Services responsible for providing federal healthcare services to American Indians and Alaska Natives. The IHS is the principal federal health care provider and health advocate for Indian people and its goal is to raise their health status to the highest possible level. The IHS provides a comprehensive health service delivery system for approximately 1.9 million American Indians and Alaska Natives who belong to 564 federally recognized tribes in 35 states. The goal is to insure comprehensive and quality Emergency Physician services are available to the community served by KHC.

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

The KHC Emergency Department (ED) is currently a free-standing ED, without a local hospital, at a site shared with clinics providing outpatient services. The ED is in operation 24 hours a day, 7 days a week, and 365 days per year. In July 2016, KHC moved into a new facility, and ED visits have increased steadily and reached slightly above CY2019 or about 1500 patients a month. An in-patient unit has opened and is pending final Joint Commission approval, and the ED will no longer be free-standing but a component of a short stay hospital.

The Inscription House Center is a satellite clinic of KSU and its Urgent Care Clinic provides a more limited level of care than the Emergency Department and is open 0800 to 1700 Monday through Friday. IHHC is located approximately 45 minutes by car from KHC.

1.2 SCOPE:

The Contractor shall provide Emergency medicine physician services in accordance with section 5.0, performance based requirements.

1.2.1 Duties and responsibilities will encompass outpatient Emergency Medicine and urgent care services to IHS patients. The contractor reports to the Emergency Department

Supervisor Physician. These services may in an emergency situation occasionally require accompanying patient in ground transportation assets owned by IHS or private entities.

1.2.2 Place of Performance: The Contractor shall provide Emergency Medicine or Urgent Care services as required at the Kayenta Service Unit or IHHC as scheduled by the Emergency Department Supervisor Physician.

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

1.3 APPLICABLE DOCUMENTATION:

1.3.1 Section 231 of Public Law 101-6&7, the Crime Control Act of 1990.

1.3.2 Section 4087 of Public Law 101-630, the Indian Child Protection and Family Violence Act.

1.3.3 Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI).

1.3.4 Privacy Act of 1974.

1.3.5 Service Unit and Health Center Policies, Procedures and Protocols.

1.3.6 Public Law 102-573, Indian Health Care Improvement Act, Section 222

1.3.7 42 Code of Federal Regulations (CFR) 136.11-136.21 Contract Health Care Services.

1.3.8 Public Law 93-638, Indian Self-Determination Act

2.0 DEFINITIONS:

2.1 Acceptance: An authorized representative of the Government has inspected and agreed that the work meets all requirements of this contract, to include documentation requirements

2.2 Advanced Life Support (ALS): Emergency medical care for sustaining life, including defibrillation, airway management, and drugs and medications.

2.3 Advanced Life Support for Obstetrics (ALSO): An advanced level of hospital care and procedures to effectively manage potential emergencies during the perinatal period.

2.4 Approval: The Government has reviewed submittals, deliverables, or administrative documents (e.g., insurance certificates, installation schedules, planned utility interruptions, etc.) and has determined the documents conform to contract or contract requirements. Government Approval shall not relieve the Contractor from responsibility for complying with contract requirements.

2.5 Active Labor: Contractions less than (<) 5 minutes apart and/ or greater than (>) 4 cm dilation.

2.6 Award Term Plan: Relative to Performance Based Contracting and rewarding the Contractor for satisfactory performance with option of contract term extension.

2.7 Basic Life Support (BLS): A specific level of pre-hospital medical care provided by trained and certified responders, including Emergency Medical Technicians (EMTs). BLS consists of a number of life-saving techniques e.g. the use of airway adjuncts such as respirators, emergency oxygen therapy; application of Cardiopulmonary resuscitation and other non-invasive emergency procedures.

2.8 CMS: Centers for Medicare & Medicaid Services.

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

2.10 Contracting Officer Representative (COR): A federal employee who assists the ordering/issuing activity-contracting officer in the administration of task orders issued under this contract. The PO is primarily responsible for the day-to-day program management of the ordering activity's task or delivery orders.

2.11 Contractor: The individual/company awarded this contract.

2.12 CPARS: Contractor Performance Assessment Reporting System. A web-enable system with electronic workflow that reports and rates Contractor performance.

2.13 EHR: Electronic Health Record

2.14 Eligible Beneficiaries: Services will be made available, as medically indicated to persons of Indian descent belonging to the Indian community served by the local facilities and program. Services will also be made available, as medically indicated, to a non- Indian woman pregnant with an eligible Indian's child but only during the period of her pregnancy through postpartum (generally about six weeks after delivery).

2.15 EMTALA: Emergency Medical Treatment and Labor Act

2.16 Emergency Medical Service (EMS): Those services that do qualify for basic life support or advance life support.

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

2.18 Health insurance portability and accountability act (HIPAA) - Acronym that stands for the Health Insurance Portability and Accountability Act, a US law designed to provide privacy standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals and other health care providers. Developed by the Department of Health and Human Services.

2.19 IHS PRC eligible beneficiaries – Services will be made available, as medically indicated to persons of Indian descent belonging to an Indian community served by the local facilities and program. Services will also be made available, as medically indicted, to a non-Indian woman pregnant with an eligible Indian's child but only during the period of her pregnancy through postpartum (generally about 6 weeks after delivery.)

2.20 Inter-facility: Between two health facilities.

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

2.22 Ordering Activity Contracting Officer: An employee of IHS authorized and warranted to issue task orders and to make subsequent task order modification(s) under this contract. The Ordering Activity CO has the authority to make initial determinations on all matters of dispute regarding task orders.

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

2.24 Purchased/Referred Care (PRC): Health Services provided at the expense of the Indian Health Service (IHS) provided by public or private medical or hospital facilities other than those of the service.

2.25 Quality Assurance Surveillance Plan (QASP): An organized written document prepared and used by the Government for Quality Assurance surveillance of the contractor's performance.

2.26 RN: means the same as a Registered Nurse.

2.27 Root Cause: A situation where performance does not meet expectations. Cause suggests responsibility or a factor to blame for a problem.

2.28 Sentinel Event: An event/incident that is unique and not planned for. JCAHO definition: unexpected occurrence resulting in death or serious physical injury or the risk there of.

2.29 Service Unit: A facility that houses Service Unit administrative staff and is responsible for the administration, coordination, and implementation of the Indian Health program/s in a designated geographic portion of the Area.

2.30 Task Order: An order issued in accordance with the terms of the contract and ordering activity's specific requirements. An ordering activities written order to obtain services, at a minimum will include the following where applicable: description of services, skill categories, hours, price, period of performance, contract number, and the ordering activities task or delivery order number.

2.31 Verifiable Emergency: An unexpected/unplanned episode requiring valid documentation to confirm the occurrence.

3.0 GOVERNMENT FURNISHED INFORMATION, PROPERTY AND SERVICES:

3.1 Information: Government unique information related to this requirement, which is necessary for Contractor performance, will be made available to the Contractor. The Contracting Officer or designee will be the point of contact for identification of any required information to be supplied by the Government. The contract physicians must complete orientation (typically 8 hours) prior to working in the Emergency Department.

3.2 Joint Use by the Government and the Contractor: The Government will provide, for joint use by the Government and the Contractor, all necessary equipment, supplies, and clinic space to perform the services under this contract.

3.3 Contractor Exclusive Use:

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

3.3.2 I.D. Badge: The Government will provide facility specific contractor identification badges for each contractor. A minimum fee of $20.00 will be charged for lost or destroyed badges.

4.0 PEFORMANCE-BASED REQUIREMENTS:

The Contractor shall provide Emergency Physician Services for the Emergency Department at the Kayenta Health Center. The following are the elements of service called for under this contract. This PBSOW describes the desired service outcome; in their proposal, the Contractor shall specify how each outcome is to be achieved, including relevant logistics, and contingency plans to achieve each element in case of unforeseen circumstances. The Contractor's performance will be evaluated in accordance with the standards set forth in the Performance-based Matrix of paragraph 8.0.

4.1 The Contractor performed Emergency Physician Services

4.1.1 Kayenta Health Center Emergency Department operates 24 hours a day with 60 hours of physician services each day. That is a total need of 21,900 total hours a year, which is a combination of IHS or PHS employee and contract physician's hours. The contract hours needed may be increased or decreased if there is a change in the number of permanent KHC ED physicians or an unexpected need for more urgent care hours. The hours for each shift may change according to the needs of the ED/UC and patient population.

4.1.2 In addition to at least one physician on duty in the KHC-ED, there must always be a second physician available for back-up at all times, on all days. During double coverage hours, the second physician on duty in the ED may serve as the backup physician, but during single coverage hours, there must always be at least one other physician immediately available to come in to provide backup for emergency situations, patient overload, labor and delivery, urgent ground transfers or other emergent situations. The physician called in will not be paid overtime or additional hours but will be compensated by taking off the number of hours required for callback from their next shift. Physicians should accurately reflect their hours on their time sheets. This is normally covered by the Evening shift provider but can be covered by another if arranged ahead of time with the Department Supervisor.

4.1.3 The contractor's plan should include a strategy for sufficient physician coverage to meet patient needs seasonal volume changes, Federal holiday coverage, and available at all times for callbacks, provide support in the event of major emergencies, and to cover unanticipated gaps in ER physician coverage (that is, those caused by flight delays and so forth).

4.1.4 The contractor shall have a strategy in place to replace any contracted physician who has been assigned a time slot on the Emergency Department schedule who calls in sick, does not arrive in a timely manner or for other reasons cannot fulfill their contractual duties.

4.1.5 New-provider orientation and training may be scheduled for 1-5 days. A portion of the orientation will be on-line learning to be completed before the arrival of the physician. New contracting physicians will be given a temporary security clearance for up to 120 days but should anticipate a full security background check and possibly interview. The forms will be forwarded to you by the service unit and should be returned expeditiously. Failure to return the forms and completion of the background check in the specified time will result in dismissal from further service at KSU

4.1.6 Kayenta is open to considering a variety of staffing models, but no physician should be scheduled for more than a 12-hour shift or back-to-back shifts without time for rest and recovery.

4.1.7 The contractor shall communicate with the medical control for the Navajo Nation Emergency Medical Service and with the Ground Transport contractor stationed in Kayenta, AZ, and in accordance with KHC policies and procedures as needed.

4.2 Work Schedule:
ED shifts currently run from 7 AM to 7 PM (day shift), 7 PM to 7 AM (night shift), 9 AM to 9 PM (Morning) and 2 PM to 2 AM. (Evening). There is frequently an additional 11 AM to 11 PM (swing shift) to provide extra coverage for the busiest hours. ED shifts are subject to change. All services shall be provided on an as needed basis as scheduled by the ED Department supervisor or appointee.

5.0 Qualification Requirements: The Contactor shall meet the following requirements throughout the term of the contract.

5.1 Experience. The Contractor shall provide physicians to perform the necessary medical care for patients in a variety of emergency department situations such that at least one physician is on duty at the KHC-ED at all hours of all shifts. The Contract physicians shall provide immediate medical evaluation, examination, diagnosis, treatment, and/or referral of patients who present for care in the KHC emergency services area. The Contract physician shall provide professional advice to personnel in emergency situations with regard to professional management of patients being treated and/or hospitalized. Contract physician care shall cover the range of emergency department care typically provided in a rural civilian practice of similar size. The following list is an example of the types of cases, but is not all-inclusive:

A. Major trauma, including fractures of multiple extremities, stab wounds, open wounds of the chest, abdomen, extremities, penetrating trauma, head trauma, suspected spine injuries, lacerations, amputations;
B. Major medical emergencies such as cardiac arrest, myocardial infarction, respiratory failure, shock, diabetic ketoacidosis;
C. Obstetrical emergencies such as deliveries of single or multiple births, acute pregnancy complications, vaginal bleeding;

D. Pediatric emergencies
E. Acute psychiatric problems, including suicide attempts
F. Lower-acuity complaints including viral illnesses, other infections, minor orthopedic problems, minor trauma, alcohol abuse;
G. The contracted physician shall be responsible providing Emergency Department coverage for the inpatient service once established until the inpatient physician becomes available.
H. External cardiac pacing, endotracheal intubation with the use of appropriate anesthesia, procedure sedation, thoracentesis, tube and/or needle thoracotomy, cricothyrotomy, vaginal delivery, peritoneal lavage, laceration repair, reduction and stabilization of fractures and dislocations, arthrocentesis, paracentesis, lumbar puncture, intraosseous cannulation, use of ultrasound for the FAST exam, limited interpretation of radiographs, ultrasounds, and CT studies, electrocardiograms and administration of thrombolytics.

5.2 Quality of care by physicians: Contract physicians shall practice in adherence to typical standards and guidelines as defined by, but not limited to, KSU Governing Board bylaws, KHC Medical Staff bylaws, rules, policies and procedures, KHC ED policies and procedures, Indian Health Service, Centers for Medicare and Medicaid Services (CMS), the Joint Commission (TJC), applicable state licensure boards, and applicable federal authorities (e.g., IHS, DEA, etc.)

5.3 Documentation of care by physicians: Contract physicians shall generate and maintain proper medical record information on beneficiaries to whom treatment is provided in accordance with Indian Health Service (IHS), TJC, and CMS regulations. The Contract physician shall prepare all medical record documentation to meet or exceed the established standards of the IHS facility to include, but not limited to: timeliness, legibility, accuracy, content, and signature. Contract physicians shall complete all third party reimbursement forms. All medical record information and documentation generated in the performance of this contract must be completed prior to the shift ending and will remain the property of and subject to the exclusive control of the IHS. The contractor physician is responsible for following up and signing all ordered laboratory and imaging tests. Contract physicians are expected to use the Electronic Health Records for entry of their documentation where applicable. The Health Information Department shall be notified in advance of the contractor providers last workday. Failure to properly complete medical record documentation before leaving may result in a delay or failure of the processing of all invoices from the contractor. The contractor shall establish a reporting system that includes significant findings, major problems encountered, and plans for resolution of contract physicians.

5.4 Physician qualifications, credentials, and competencies: Contract physicians shall meet the following requirements throughout the term of the contract:

5.4.1 Experience: The Contractor shall ensure that all Contract physicians are trained and licensed to perform Emergency Physician Services.

5.4.2 Licensure: The Contractor shall ensure that all Contract physicians hold a valid, active, and unrestricted physician license in at least one state.

5.4.3 Certifications: The Contractor's physician performing services under this contract shall be certified in ATLS, ACLS, PALS, BLS. NRP and ALSO are strongly recommended for Family Practice Trained providers and required for all others.

5.4.4 Physician qualifications: The contractor's personnel performing services under this contract shall be qualified by at least one of the following routes (Note: KSU will only accept residency training from a program certified by the ACGME or AOA and board certification through specialty boards approved by the American Board of Medical Specialties):

A. Satisfactory completion of an Emergency Medicine residency with either current ABEM or ACOEM emergency medicine board certification or planned certification within 18 months of completing residency or fellowship training.
B. Satisfactory completion of an approved Family Practice residency and ABFP or ACOFP board certification in family medicine and 2000 hours, one year full time or equivalent of independent practice providing care as an emergency department physician.
C. Providers with satisfactory completion of an approved residency and board certification in another specialty and 7500 hours, three and half years of full time or equivalent of independent practice providing care as an emergency department physician.

D. Providers who are already credentialed at the Kayenta Service Unit and approved by the COR or designee.

E. Providers with lapsed board certification in one of the above categories may be considered, subject to COR or designee review, if they are currently eligible for board certification according to the standards defined by the relevant boards for their specialty.

5.4.5 Core privileges: Core privileges include those necessary for initial evaluation and management, to include identification, stabilization and treatment of acute illness and injury of patients of any age. This includes life- threatening illness or injury.

5.4.6 Competencies: The Contractor's personnel performing services under this contract shall be proficient in essential emergency medicine skills demonstrable by one of the following:

A. Completion of an emergency medicine residency within the last 4 years.
B. Presentation of a log documenting skill performance during the last 2 years.

C. Copies of skill competency documentation from other facilities within the last 2 years.
D. Signed attestation summarizing skill performance during the last 2 years.
E. Presentation of CME documentation from courses providing hands-on training and evaluation of skill performance within the last year. F. A combination of the above.
F. In order to establish and maintain core competencies, contract physicians will be required to spend 1-2 hours per month in on-line or hands-on-training arranged with the ED Medical Director.

5.5 CME: Documentation of continuing medical education (CME) is not required if within one year after graduating from an Emergency Medicine or Family Practice residency. Otherwise, a report documenting an average of 30 hours of CME per year in Emergency Medicine for the past three years is required.

5.6 Contractor documentation requirements: For each Contract physician, Contractor shall provide initial evidence of each of the above required qualifications, credentials, and competencies. In addition, Contractor shall provide, to the COR or designee, a roster that provides Contract physician names, certification number and certification expiration date. The Contractor shall furnish, to the COR or designee, copies of renewals of any licenses and certifications for all employees providing services under this contract.

5.6.1 The Contractor shall be required to maintain records that document the competence and performance level of Contractor employees working on this contract, consistent with current TJC, CMS, and other regulatory and/or accrediting body requirements. The Contractor shall provide a current copy of the competence and performance assessments to the Service Unit Clinical Director for each Contractor physician completing assignment in the Kayenta Emergency Department.

5.6.1 Documentation for credentialing of new physicians: Except when unavoidable due to urgent unanticipated needs, the Contractor will provide the information required for credentialing of any new contract physician four weeks prior to their scheduled start date. Contractors must complete on-line mandatory trainings prior to arrival.

5.7 Response to Reports: The Contractor shall cooperate with the KSU Clinical Director and the KSU Emergency Department Medical Director in resolving issues with contract physician deficiencies with respect to:

A. Clinical and Records management Error Reports
B. Morbidity/Mortality Review Reports
C. Ongoing and Focused Peer Reviews
D. Provider certifications expiration dates.
E. Performance Improvement Reviews.

5.8 Conduct: Contractor physicians shall interact in a professional manner with patients, colleagues and co-workers.

5.9 New Employee Orientation: Contract physician/providers must attend one day of new employee orientation and complete requested on-line trainings. The Contractor shall complete the Information Systems Security Awareness (ISSA) training prior to the start date.

5.10 Background Checks: The Contractor shall comply with Agency Personal Identity Verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201; this includes fingerprinting guidelines. As directed by the Contracting Officer, the Contractor shall provide all requested information necessary to perform Level I and Level II background checks. The Contractor shall comply with the requirement to obtain security investigations. The Contractor shall work with the IHS to ensure that the pre- employment screening process includes the appropriate investigation questionnaires and forms to be completed. All completed forms will be reviewed by the Contractor and forwarded to the Government Personnel. The Contractor will be immediately removed from the position if at any time the investigation receives unfavorable adjudication, or, if other unfavorable information that would affect the investigation becomes known. If FSS Contract was initiated before 10/29/2010, then fingerprint clearance can be submitted when provider first arrives on-site. If FSS Contract was initiated after 10/29/2010, then fingerprint clearance must be approved before tour of duty begins, UNLESS your FSS contract contains a Background Investigations clause, then fingerprint clearance can be submitted when provider first arrives on-site.

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

5.11 Immunizations: The contractor shall provide proof of employee immunizations for:

- Immunity to Rubella, Mumps, Measles, Varicella
- Immunity to Hepatitis B or a signed declination statement
- Tetanus Diphtheria (Td) within the last 5 years and Tdap in the past Documentation of receiving a TB Mantoux skin test (PPD) within the past 12 months with documentation of follow-up for a positive test.

6.0 Indemnification and Insurance

6.1 FAR 52.237-7 Indemnification and Medical Liability Insurance (Jan 1997)

(a) It is expressly agreed and understood that this is a non-personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: * _$1,000,000.00___.

(b) An apparently successful offer, or upon request, the Contracting Officer, shall be furnished, prior to contract award, evidence of the Contractor's insurability concerning the medical liability insurance required by paragraph (a) of this clause prior to the commencement of services under this contract. (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. If 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.

(d) 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.

(e) The Contractor shall insert the substance of this clause, including this paragraph, 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.

6.2 Contractor staff Indemnification/Insurance: If the acuity of the patient requires the contractor's staff to assist and work with IHS staff at the patient's bedside, the contractor shall provide liability insurance coverage for their staff while working in the IHS facility,

and shall indemnify the NAIHS facility and staff from all claims resulting from the performance of contractor's employees

7.0 Challenges to Conflicts: For any inconsistency between supervisor directions, this Performance Work Statement, attachments and exhibits, the following order of precedence will apply:

(a) First Priority: Supervisor's directions
(b) Second Priority: Position Description (attached)
(c) Third Priority: Performance Work Statement Exhibits
(d) Fourth Priority: Performance Work Statement Narrative

8.0 52.249-12 Termination (Personal Services) (Apr 1984):

The Government may terminate this contract at any time upon at least 15 days' written notice by the Contracting Officer to the Contractor. The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least 15 days' written notice to the Contracting Officer.

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

9.0 List of Attachments and Exhibits.

To be provided by the Contracting Officer upon request.

9.1 Attachments

Position Description (Service Unit specific)

9.2 Written Competency Assessments

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

KAYENTA HEALTH CENTER - EMERGENCY DEPARTMENT
Performance Based Statement of Work (PBSOW)
PHYSICIAN SERVICES

10.0 PERFORMANCE-BASED MATRIX

PERFORMANCE OBJECTIVES	INDICATOR	PERFORMANCE STANDARD	SURVEILLANCE PLAN	CONTRACTOR INCENTIVE
The Contractor shall provide quality Emergency Department Physician services for the Emergency Department at the Kayenta Health Center on an "as needed" basis. This will include full spectrum of emergency and urgent care. The physicians shall also be responsible for transfers (as medically indicated) and provision of emergency care to inpatients as needed.	1. Adequate staffing and on-call support to meet performance requirements 2. Quality of care Contractor physician shall provide immediate medical evaluation, treatment, and/or referral of patients who present for care at KHC Emergency Services area. The emergency medical care provided shall cover the range of emergency care typically provided in a rural civilian practice of similar size and remoteness. 3. Documentation of care with the contractor physicians using the electronic health record (EHR) for medical records documentation. 4. Physician qualifications, credentials, competencies 5. Error reports:	1. No coverage gaps 2. Adherence to standards and guidelines noted in PBSOW. 3. 100% of physicians meet requirements. 4. Documentation provided by contractor before start of duty for 100% of physicians 5. Reports are complete and timely with 100% of reports completed by deadlines. 6. Less than 3 conduct complaints by patients or staff per month total among all physicians	1. Surveillance systems will include: • Periodic chart reviews • Review of morbidity and mortality reports • Review of error reports • Substantiated complaints • Random samples 2. Review of all concerns raised by staff, patients, or receiving facilities • Ongoing PI reviews. 3. Reports of medical record coders and radiology. 4. Medical Staff Office, Human Resources, and IT reporting. 5. ED Medical Director, COR, and Clinical Director reports. 6. No more than 3 failures per quarter to comply with documentation standards:	1. Payment of hourly rate; Successful evaluation using the CPARS; avoidance of cure notice; and avoidance of fee reimbursing the Government for services required due to deficiency.

	• Quarterly reports of provider • Certification/expiration dates for ATLS, ACLS, PALS, BLS; NRP and ALSO as recommended • Medical records documentation 6. Professional conduct of providers		☐ Signing off on lab, x-ray or imaging reports. ☐ Correcting charting errors ☐ Chart completions ☐ Three (3) valid complaints by patients or by staff of deficiencies regarding patient care, contractor behavior and/or professional demeanor during a 6-month period. ☐ No more than one failure per quarter to respond to professional improvement/quality assurance and periodic review reports.	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE	OF
IHS1511482	1	38

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
	04/09/2025	75H71025P00571	75H71025Q00010	10/07/2024

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	ADRIAN SEGAY	505-339-9474	MT

9. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:

☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)

NAICS: 621111

SIZE STANDARD: $16

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
☒ SEE SCHEDULE	HHS NET 30P	☐		☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO CODE

Kayenta Health Center
Highway 160, Mile Post 394.3
Kayenta AZ 86033-9997

16. ADMINISTERED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

17a. CONTRACTOR/ OFFEROR CODE 1565246 FACILITY CODE

SEQUOYAH STAFFING AGENCY LLC 1565246
Attn: OSMANY M DUANY
5350 CURRY FORD RD STE A
ORLANDO FL 32812

TELEPHONE NO. 407-749-9651

☐ 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE IHSNAVAJO

IHSNAVAJO
P.O. BOX 9020
WINDOW ROCK AZ 86515

18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☒ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	UEI: DNTBKML38S26 *This is an ISBEE Award* This contract is subject to the electronic payment process by the Department of Treasury. All invoices complying to the requirements at 52.212 4(g) must be submitted through www.ipp.gov. For additional information, refer to the incorporated clause at 352.232 71 Electronic Submission of Payment Requests (FEB 2022). *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
2025.J54048K.25223

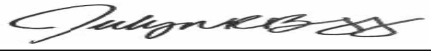
26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
$692,328.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
	

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		JERLYN R. BEGAY	04/09/2025

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	2025 AAP Tracking No.: 2025-AAP-KSU-SV-0027 Appr. Yr.: 2025 CAN: J54048K Object Class: 25223 Period of Performance: 07/01/2025 to 12/31/2025				
1	Base Period: Contractor shall provide Emergency Department Physician Services in the delivery of patient care at Kayenta Health Center, Kayenta, Arizona 86003. Regular Rate Hours: (b) (4) Bill Rate: (b) (4) (The bill rate is an all inclusive rate including all applicable taxes with no special pay for holidays or additional hours.) This is a labor-hour CLIN with not-to-exceed value of $692,328.00 that the Contractor exceeds at its own risk.				692,328.00
2	Option Period 1: Contractor shall provide Emergency Department Physician Services in the delivery of patient Continued ...				0.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	care at Kayenta Health Center, Kayenta, Arizona 86003. Regular Rate Hours:(b) (4) Bill Rate: (b) (4) (The bill rate is an all inclusive rate including all applicable taxes with no special pay for holidays or additional hours.) This is a labor-hour CLIN with not-to-exceed value of $692,328.00 that the Contractor exceeds at its own risk. Amount: $692,328.00(Option Line Item) 01/01/2026 Period of Performance: 01/01/2026 to 06/30/2026 ********** Buyer: Name: Adrian Segay, Contract Specialist Phone: (505) 339-9474 Email: adrian.segay@ihs.gov CO: is the only individual to authorize modifications to the purchase order and/or terms and conditions. Per FAR Subpart 1.602-2 (d), the CO determines that this order does require a Contracting Officer Representative (COR). Contracting Officer Representative (COR): Name: Lucy Todacheene, COR Level I Phone: (928) 697-5036 Email Address: Lucy.Todacheene@ihs.gov The COR is primarily responsible for monitoring the technical progress including surveillance and assessment of performance for this purchase order including verifying and approving timecards. Required Signatures on Invoice(s): COR will certify/sign the Invoice. Questions regarding Payment contact Finance at: Continued ...				

NAME OF OFFEROR OR CONTRACTOR

SEQUOYAH STAFFING AGENCY LLC 1565246

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	928-697-5060. The total amount of award: $1,384,656.00. The obligation for this award is shown in box 26.				

SECTION B – CONTINUATION OF SF-1449

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SECTION C – CONTRACT CLAUSES

52.252-2	CLAUSES INCORPORATED BY REFERENCE	FEB 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Home | Acquisition.GOV

HHSAR | Acquisition.GOV

(End of clause)

52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES Alternate I (NOV 2021)	NOV 2023

52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	JAN 2025 (DEVIATION FEB 2025)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509)).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

X (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (6) [Reserved].

X (7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

X (9) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

__ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115–390, title II).

__ (11) (i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

__ (ii) Alternate I (DEC 2023) of 52.204-30.

X (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025) (31 U.S.C. 6101 note).

X (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

__ (14) [Reserved].

__ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

__ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (17) [Reserved]

__ (18) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

__ (ii) Alternate I (MAR 2020) of 52.219-6.

__ (19) (i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

__ (ii) Alternate I (MAR 2020) of 52.219-7.

X (20) 52.219-8, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C. 637(d)(2) and (3)).

X (21) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2025) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (NOV 2016) of 52.219-9.

__ (iii) Alternate II (NOV 2016) of 52.219-9.

__ (iv) Alternate III (JUN 2020) of 52.219-9.

__ (v) Alternate IV (JAN 2025) of 52.219-9.

__ (22) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

__ (ii) Alternate I (MAR 2020) of 52.219-13.

__ (23) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 637s).

X (24) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

__ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).

X (26) (i) 52.219-28, Postaward Small Business Program Rerepresentation (JAN 2025) (15 U.S.C. 632(a)(2)).

__ (ii) Alternate I (MAR 2020) of 52.219-28.

__ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

__ (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

__ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

__(30) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).

X (31) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).

__ (32) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2025)(E.O. 13126).

__ (33) [Reserved].

__ (34) [Reserved].

X (35) (i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

__ (ii) Alternate I (JUL 2014) of 52.222-35.

X (36) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

__ (ii) Alternate I (JUL 2014) of 52.222-36.

X (37) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

X (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (39) (i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (40) 52.222-54, Employment Eligibility Verification (JAN 2025) (Executive Order 12989).

__ (41) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (42 U.S.C. 7671, *et seq*.).

__ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) (42 U.S.C. 7671, *et seq*.).

__ (44) 52.223-20, Aerosols (MAY 2024) (42 U.S.C. 7671, *et seq*.).

__ (45) 52.223-21, Foams (MAY 2024) (42 U.S.C. 7671, *et seq*.).

X (46) 52.223-23, Sustainable Products and Services (MAY 2024) [DEVIATION FEB 2025] (7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

X (47) (i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).

__ (ii) Alternate I (JAN 2017) of 52.224-3.

__ (48) (i) 52.225-1, Buy American-Supplies (OCT 2022) (41 U.S.C. chapter 83).

__ (ii) Alternate I (OCT 2022) of 52.225-1.

__ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I [Reserved].

__ (iii) Alternate II (JAN 2025) of 52.225-3.

__ (iv) Alternate III (FEB 2024) of 52.225-3.

__ (v) Alternate IV (Oct 2022) of 52.225-3.

__ (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

X (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) (E.O. 13513).

__ (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

__ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

__ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).

__ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

X (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

X (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901).

__ (64) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

__ (65) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

__ (ii) Alternate I (APR 2003) of 52.247-64.

__ (iii) Alternate II (NOV 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

__ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter67).

__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

FOR INFORMATION ONLY		
Grade	Hourly Rate	Fringes

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).

__ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

__ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

__ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

__ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii) (A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

(B) Alternate I (DEC 2023) of 52.204–30.

(viii) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) [Reserved].

(x) [Reserved].

(xi) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xvi) (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (JAN 2025) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xix) 52.222-54, Employment Eligibility Verification (JAN 2025) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xxii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

The following Federal Acquisition Regulation clauses also apply:

52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER CONTENT PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDING, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	JUL 1995

52.217-8	**OPTION TO EXTEND SERVICES**	**NOV 1999**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within *before the contract expires.*

(End of clause)

52.217-9	**OPTION TO EXTEND THE TERM OF THE CONTRACT**	**MAR 2000**

(a)The Government may extend the term of this contract by written notice to the Contractor within *before the contract expires*; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least *10* days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b)If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c)The total duration of this contract, including the exercise of any options under this clause, shall not exceed *12 months.*

(End of clause)

52.237-7	INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE	JAN 1997

(a)It is expressly agreed and understood that this is a non-personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: $1,000,000.00 per occurrence and $3,000,000.00 aggregate.

(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.

(End of clause)

The following Department of Health and Human Services Acquisition Regulation clauses also apply:

352.203-70	ANTI-LOBBYING	DEC 2015
352.208-70	PRINTING AND DUPLICATION	DEC 2015
352.219-70	MENTOR-PROTÉGÉ PROGRAM	DEC 2015
352.223-70	SAFETY AND HEALTH	DEC 2015
352.224-70	PRIVACY ACT	DEC 2015
352.224-71	CONFIDENTIAL INFORMATION	DEC 2015
352.226-1	INDIAN PREFERENCE	DEC 2015
352.226-2	INDIAN PREFERENCE PROGRAM	DEC 2015
352.231-70	SALARY RATE LIMITATION	DEC 2015

352.237-70	PRO-CHILDREN ACT	DEC 2015
352.237-71	CRIME CONTROL ACT – REPORTING OF CHILD ABUSE	DEC 2015
352.237-72	CRIME CONTROL ACT – REQUIREMENTS FOR BACKGROUND CHECKS	DEC 2015
352.237-73	INDIAN CHILD PROTECTION AND FAMILY VIOLENCE ACT	DEC 2015
352.237-74	NON-DISCRIMINATION IN SERVICE DELIVERY	DEC 2015

352.226-4	**NOTICE OF INDIAN SMALL BUSINESS ECONOMIC ENTERPRISE SET-ASIDE**	**MAR 2022**

Under the Buy Indian Act, 25 U.S.C. 47, offers are solicited only from Indian Economic Enterprises (HHSAR 326.606) that are also small business concerns. Any acquisition resulting from this solicitation will be from such a concern. As required by HHSAR § 352.226-7(b), offerors shall include a completed Indian Economic Enterprise Representation form in response to Sources Sought Notices, Request for Information (RFI) and as part of the proposal submission. The Indian Economic Enterprise Representation form, available on the IHS DAP public website (www.IHS.gov/DAP), shall be included in synopses, presolicitation notices, and solicitations for the acquisitions under the Buy Indian Act. Offers received from enterprises that are not both Indian Economic Enterprises and small business concerns will not be considered and will be rejected.

(End of clause)

352.226-6	**INDIAN ECONOMIC ENTERPRISE SUBCONTRACTING LIMITATIONS**	**MAR 2022**

(a) Definitions as used in this clause.

(1) Indian Economic Enterprise means any business activity owned by one or more Indians or Indian Tribes that is established for the purpose of profit provided that: The combined Indian or Indian Tribe ownership must constitute not less than 51 percent of the enterprise; the Indians or Indian Tribes must, together, receive at least a majority of the earnings from the contract; and the management and daily business operations of an enterprise must be controlled by one or more individuals who are Indians. To ensure actual control over the enterprise, the individuals must possess requisite management or technical capabilities directly related to the primary industry in which the enterprise conducts business. The enterprise must meet these requirements throughout the following time periods:

(i) At the time an offer is made in response to a written solicitation;

(ii) At the time of the contract award; and

(iii) During the full term of the contract.

(2) Subcontract means any contract, as defined in FAR subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(3) Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) Required Percentages of work by the concern. The contractor must comply with FAR 52.219-14, Limitations on Subcontracting clause in allocating what percentage of work to subcontract. The contractor shall not subcontract work exceeding the subcontract limitations in FAR 52.219-14 to a concern other than a responsible Indian Economic Enterprise.

(c) Any work that an IEE subcontractor does not perform with its own employee shall be considered subcontracted work for the purpose of calculating percentages of subcontract work in accordance with FAR 52.219-14 Limitations on Subcontracting.

(d) Cooperation. The contractor must:

(1) Carry out the requirements of this clause to the fullest extent; and

(2) Cooperate in any study or survey that the CO, Indian Health Service or its agents may conduct to verify the contractor's compliance with this clause.

(e) Incorporation in Subcontracts. The contractor must incorporate the substance of this clause, including this paragraph (e), in all subcontracts for general services, A&E services and construction awarded under this contract.

(End of clause)

352.232-71	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	FEB 2022

(a) *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 requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.

(b) 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 www.ipp.gov or any successor site.

(c) 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.

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

(End of Clause)

352.237-75	KEY PERSONNEL	DEC 2015

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or

separates from the contractor voluntarily with less than thirty days' notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

Name: TBD
Available Service Dates:
Agreed-upon Absence Date(s):

(End of clause)

The following local Indian Health Service, Gallup Service Unit special instructions also apply:

NAIHS-ACQ-01	NON-PERSONAL SERVICES	DEC 2020

The Government shall neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of a personal services nature, or give the perception of personal services. If the Contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the Contracting Officer (CO) immediately.

(End of clause)

NAIHS-ACQ-02	NON-PERSONAL HEALTH CARE SERVICES	DEC 2020

In accordance with FAR 37.401, this is a non-personal health care services contract, as defined in FAR 37.101, under which the contractor is an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over the medical, professional aspects of services rendered. The Contractor indemnifies the Government for any liability producing act or omission by the Contractor, its employees and agents occurring during contract performance. The Contractor must maintain medical liability insurance in the coverage amounts identified in the clause at 52.237-7 Indemnification and Medical Liability Insurance, which must flow down to any of the Contractor's subcontracts for provisions of health care services.

(End of clause)

NAIHS-ACQ-06	IMPLEMENTATION OF INDIAN HEALTH MANUAL PART 3, CHAPTER 20, PROTECTING CHILDREN FROM SEXUAL ABUSE BY HEALTH CARE PROVIDERS	JUL 2021

Indian Health Manual Part 3, Chapter 20 establishes policy for Protecting Children from Sexual Abuse by Health Care Providers. All Indian Health Service contractors must complete a government-provided, training module associated with this policy as an integral part of the onboarding process, but no more than 30 days from the date of

onboarding. Failure to complete the mandatory training may be cause for adverse action from a minimum of temporary suspension, to a maximum of termination, from appointment.

The Contractor is required to flow down this clause in any subcontract for commercial or non-commercial item. The extent of the flow down shall be as required by the clause.

(End of Clause)

NAIHS-ACQ-08	CONTRACTING OFFICER'S REPRESENTATIVE	AUG 2022

(a) *Definition.* "Contracting Officer's Representative (COR)" means an individual designated in by the Contracting Officer as authorized personnel responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.

(b) Per FAR Subpart 1.602-2(d): The Contracting Officer (CO) determines that this contract requires a Contracting Officer Representative (COR).The Contracting Officer Representative (COR) is:

Lucy Todacheene, COR Level I

(c) Upon award, the COR will receive a copy of the written designation, specifying the extent of the COR's authority on behalf of the CO.

(d) *Limitations.* The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract. Any contractor request for changes shall be referred to the CO directly or through the COR. No such changes shall be made without the express written prior authorization of the CO.

(End of Clause)

NAIHS-ACQ-09	UNAUTHORIZED COMMITMENTS	SEP 2023

(a) Definitions.

Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determination and findings.

Ratification means the act of approving an unauthorized commitment by an official who has the authority to do so.

Unauthorized Commitment (UAC) means an agreement that is not binding solely because the Government representative who made it lacked the authority to enter into that agreement on behalf of the Government.

(b) Policy.

The Government is not bound by agreements with, or contractual commitments made to, prospective contractors by individuals who do not have delegated contracting authority. Unauthorized commitments do not follow the appropriate process for the expenditure of Government funds. Consequently, the Government may not be able to ratify certain actions, putting a contractor at risk for taking direction from a Federal official other than the contracting officer (see FAR 1.602-1) Government employees responsible for unauthorized commitments are subject to disciplinary action. Contractors perform at their own risk when accepting direction from unauthorized officials. Failure to follow statutory and regulatory processes for the expenditure of Government funds is a very serious matter.

(c) Procedure.

Any agreement, modification, or change to a contractual agreement made by a government personnel who lack authority will be deemed an unauthorized commitment. The Government is not liable to the Contractor or under the terms of the contract, financially or otherwise – unless the unauthorized commitment successfully passes the ratification process.

The ratification process does not have any lead time, nor does the Government make any promise that an unauthorized commitment will be ratified and, therefore, the Contractor would be paid. The Contractor proceeds at its own risk if any of the terms of the contract are altered, changed, or modified without the written concurrence by a Contracting Officer.

(End of Clause)

NAIHS-ACQ-10	CONTRACTOR PERFORMANCE ASSESSMENT	SEP 2023

(a) **Policy.** Past performance evaluations shall be prepared at least annually and at the time the work under a contract or order is completed. Past performance evaluations are required for contracts and orders as specified in paragraphs (b) of this section, including contracts and orders performed outside the United States. These evaluations are generally for the entity, division, or unit that performed the contract or order. Past performance information shall be entered into CPARS, the Government-wide evaluation reporting tool for all past performance reports on contracts and orders. Instructions for submitting evaluations into CPARS are available at http://www.cpars.gov/.

(b) **Applicability.** The contracting office will evaluate and document contractor performance for the following types of actions:

(1) Contracts and orders for supplies or services that exceed the simplified acquisition threshold;
(2) Construction contracts that exceed $750,000;
(3) Architect-engineer services contracts of $35,000 or more;
(4) Any contract action in (b)(1), (b)(2), or (b)(3) less than the aforementioned thresholds but a modification increases their value to exceed the thresholds; and
(5) Any termination for default for construction or architect-engineer services regardless of value.

(c) **Procedures.**
(1) The contracting office shall –
   a. Assign responsibility and management accountability for the completeness of past performance submissions.
   b. Generally provide for input to the evaluations from the technical office, contracting office, program management office, and where appropriate, quality assurance and end users of the product or service;
   c. Identify and assign past performance evaluation roles and responsibilities to those individuals responsible for preparing and reviewing interim evaluations, if prepared, and final evaluations (*e.g.*, contracting officers, contracting officer representatives, project managers, and program managers). Those individuals identified may obtain information for the evaluation of performance from the program office, administrative contracting office, audit office, end users of the product or service, and any other technical or business advisor, as appropriate; and
   d. Address management controls and appropriate management reviews of past performance evaluations, to include accountability for documenting past performance on CPARS.

(2) The evaluation should include a clear, non-technical description of the principal purpose of the contract or order. The evaluation should reflect how the contractor performed. The evaluation should include clear relevant information that accurately depicts the contractor's performance, and be based on objective facts supported by program and contract or order performance data. The evaluations should be tailored to the contract type, size, content, and complexity of the contractual requirements.

(3) Evaluation factors for each assessment shall include, at a minimum, the following:

(a) Technical (quality of product or service).
(b) Cost control (not applicable for firm-fixed-price or fixed-price with economic price adjustment arrangements).
(c) Schedule/timeliness.
(d) Management or business relations.
(e) Small business subcontracting, including reduced or untimely payments to small business subcontractors when FAR 19.702(a) requires a subcontracting plan.
(e) Other (as applicable) (e.g., trafficking violations, tax delinquency, failure to report in accordance with contract terms and conditions, defective cost or pricing data, terminations, suspension and debarments, and failure to comply with limitations on subcontracting).

(End of Clause)

SECTION D – DOCUMENTS, EXHIBITS, ATTACHMENTS, ETC.

Attachment A – Performance Work Statement

Kayenta Health Center
Emergency Department
Performance Based Statement of Work (PBSOW)
PHYSICIAN SERVICES

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Kayenta Health Center
Emergency Department
Performance Based Statement of Work (PBSOW)
PHYSICIAN SERVICES

1.0 GENERAL:

This performance work statement describes the requirements of a non-personal service contract for the provision of EMERGENCY PHYSICIAN SERVICES for the Indian Health Services (IHS), Navajo Area Indian Health Service (NAIHS), and Kayenta Health Center (KHC) Emergency Department and Inscription House Urgent Care Clinic. The contractor shall provide a physician to cover these services at a fixed hourly rate.

1.1 BACKGROUND:

The IHS is the agency within the Department of Health and Human Services responsible for providing federal healthcare services to American Indians and Alaska Natives. The IHS is the principal federal health care provider and health advocate for Indian people and its goal is to raise their health status to the highest possible level. The IHS provides a comprehensive health service delivery system for approximately 1.9 million American Indians and Alaska Natives who belong to 564 federally recognized tribes in 35 states. The goal is to insure comprehensive and quality Emergency Physician services are available to the community served by KHC.

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

The KHC Emergency Department (ED) is currently a free-standing ED, without a local hospital, at a site shared with clinics providing outpatient services. The ED is in operation 24 hours a day, 7 days a week, and 365 days per year. In July 2016, KHC moved into a new facility, and ED visits have increased steadily and reached slightly above CY2019 or about 1500 patients a month. An in-patient unit has opened and is pending final Joint Commission approval, and the ED will no longer be free-standing but a component of a short stay hospital.

The Inscription House Center is a satellite clinic of KSU and its Urgent Care Clinic provides a more limited level of care than the Emergency Department and is open 0800 to 1700 Monday through Friday. IHHC is located approximately 45 minutes by car from KHC.

1.2 SCOPE:

The Contractor shall provide Emergency medicine physician services in accordance with section 5.0, performance based requirements.

1.2.1 Duties and responsibilities will encompass outpatient Emergency Medicine and urgent care services to IHS patients. The contractor reports to the Emergency Department

Supervisor Physician. These services may in an emergency situation occasionally require accompanying patient in ground transportation assets owned by IHS or private entities.

1.2.2 Place of Performance: The Contractor shall provide Emergency Medicine or Urgent Care services as required at the Kayenta Service Unit or IHHC as scheduled by the Emergency Department Supervisor Physician.

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

1.3 APPLICABLE DOCUMENTATION:

1.3.1 Section 231 of Public Law 101-6&7, the Crime Control Act of 1990.

1.3.2 Section 4087 of Public Law 101-630, the Indian Child Protection and Family Violence Act.

1.3.3 Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI).

1.3.4 Privacy Act of 1974.

1.3.5 Service Unit and Health Center Policies, Procedures and Protocols.

1.3.6 Public Law 102-573, Indian Health Care Improvement Act, Section 222

1.3.7 42 Code of Federal Regulations (CFR) 136.11-136.21 Contract Health Care Services.

1.3.8 Public Law 93-638, Indian Self-Determination Act

2.0 DEFINITIONS:

2.1 Acceptance: An authorized representative of the Government has inspected and agreed that the work meets all requirements of this contract, to include documentation requirements

2.2 Advanced Life Support (ALS): Emergency medical care for sustaining life, including defibrillation, airway management, and drugs and medications.

2.3 Advanced Life Support for Obstetrics (ALSO): An advanced level of hospital care and procedures to effectively manage potential emergencies during the perinatal period.

2.4 Approval: The Government has reviewed submittals, deliverables, or administrative documents (e.g., insurance certificates, installation schedules, planned utility interruptions, etc.) and has determined the documents conform to contract or contract requirements. Government Approval shall not relieve the Contractor from responsibility for complying with contract requirements.

2.5 Active Labor: Contractions less than (<) 5 minutes apart and/ or greater than (>) 4 cm dilation.

2.6 Award Term Plan: Relative to Performance Based Contracting and rewarding the Contractor for satisfactory performance with option of contract term extension.

2.7 Basic Life Support (BLS): A specific level of pre-hospital medical care provided by trained and certified responders, including Emergency Medical Technicians (EMTs). BLS consists of a number of life-saving techniques e.g. the use of airway adjuncts such as respirators, emergency oxygen therapy; application of Cardiopulmonary resuscitation and other non-invasive emergency procedures.

2.8 CMS: Centers for Medicare & Medicaid Services.

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

2.10 Contracting Officer Representative (COR): A federal employee who assists the ordering/issuing activity-contracting officer in the administration of task orders issued under this contract. The PO is primarily responsible for the day-to-day program management of the ordering activity's task or delivery orders.

2.11 Contractor: The individual/company awarded this contract.

2.12 CPARS: Contractor Performance Assessment Reporting System. A web-enable system with electronic workflow that reports and rates Contractor performance.

2.13 EHR: Electronic Health Record

2.14 Eligible Beneficiaries: Services will be made available, as medically indicated to persons of Indian descent belonging to the Indian community served by the local facilities and program. Services will also be made available, as medically indicated, to a non- Indian woman pregnant with an eligible Indian's child but only during the period of her pregnancy through postpartum (generally about six weeks after delivery).

2.15 EMTALA: Emergency Medical Treatment and Labor Act

2.16 Emergency Medical Service (EMS): Those services that do qualify for basic life support or advance life support.

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

2.18 Health insurance portability and accountability act (HIPAA) - Acronym that stands for the Health Insurance Portability and Accountability Act, a US law designed to provide privacy standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals and other health care providers. Developed by the Department of Health and Human Services.

2.19 IHS PRC eligible beneficiaries – Services will be made available, as medically indicated to persons of Indian descent belonging to an Indian community served by the local facilities and program. Services will also be made available, as medically indicted, to a non-Indian woman pregnant with an eligible Indian's child but only during the period of her pregnancy through postpartum (generally about 6 weeks after delivery.)

2.20 Inter-facility: Between two health facilities.

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

2.22 Ordering Activity Contracting Officer: An employee of IHS authorized and warranted to issue task orders and to make subsequent task order modification(s) under this contract. The Ordering Activity CO has the authority to make initial determinations on all matters of dispute regarding task orders.

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

2.24 Purchased/Referred Care (PRC): Health Services provided at the expense of the Indian Health Service (IHS) provided by public or private medical or hospital facilities other than those of the service.

2.25 Quality Assurance Surveillance Plan (QASP): An organized written document prepared and used by the Government for Quality Assurance surveillance of the contractor's performance.

2.26 RN: means the same as a Registered Nurse.

2.27 Root Cause: A situation where performance does not meet expectations. Cause suggests responsibility or a factor to blame for a problem.

2.28 Sentinel Event: An event/incident that is unique and not planned for. JCAHO definition: unexpected occurrence resulting in death or serious physical injury or the risk there of.

2.29 Service Unit: A facility that houses Service Unit administrative staff and is responsible for the administration, coordination, and implementation of the Indian Health program/s in a designated geographic portion of the Area.

2.30 Task Order: An order issued in accordance with the terms of the contract and ordering activity's specific requirements. An ordering activities written order to obtain services, at a minimum will include the following where applicable: description of services, skill categories, hours, price, period of performance, contract number, and the ordering activities task or delivery order number.

2.31 Verifiable Emergency: An unexpected/unplanned episode requiring valid documentation to confirm the occurrence.

3.0 GOVERNMENT FURNISHED INFORMATION, PROPERTY AND SERVICES:

3.1 Information: Government unique information related to this requirement, which is necessary for Contractor performance, will be made available to the Contractor. The Contracting Officer or designee will be the point of contact for identification of any required information to be supplied by the Government. The contract physicians must complete orientation (typically 8 hours) prior to working in the Emergency Department.

3.2 Joint Use by the Government and the Contractor: The Government will provide, for joint use by the Government and the Contractor, all necessary equipment, supplies, and clinic space to perform the services under this contract.

3.3 Contractor Exclusive Use:

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

3.3.2 I.D. Badge: The Government will provide facility specific contractor identification badges for each contractor. A minimum fee of $20.00 will be charged for lost or destroyed badges.

4.0 PEFORMANCE-BASED REQUIREMENTS:

The Contractor shall provide Emergency Physician Services for the Emergency Department at the Kayenta Health Center. The following are the elements of service called for under this contract. This PBSOW describes the desired service outcome; in their proposal, the Contractor shall specify how each outcome is to be achieved, including relevant logistics, and contingency plans to achieve each element in case of unforeseen circumstances. The Contractor's performance will be evaluated in accordance with the standards set forth in the Performance-based Matrix of paragraph 8.0.

4.1 The Contractor performed Emergency Physician Services

4.1.1 Kayenta Health Center Emergency Department operates 24 hours a day with 60 hours of physician services each day. That is a total need of 21,900 total hours a year, which is a combination of IHS or PHS employee and contract physician's hours. The contract hours needed may be increased or decreased if there is a change in the number of permanent KHC ED physicians or an unexpected need for more urgent care hours. The hours for each shift may change according to the needs of the ED/UC and patient population.

4.1.2 In addition to at least one physician on duty in the KHC-ED, there must always be a second physician available for back-up at all times, on all days. During double coverage hours, the second physician on duty in the ED may serve as the backup physician, but during single coverage hours, there must always be at least one other physician immediately available to come in to provide backup for emergency situations, patient overload, labor and delivery, urgent ground transfers or other emergent situations. The physician called in will not be paid overtime or additional hours but will be compensated by taking off the number of hours required for callback from their next shift. Physicians should accurately reflect their hours on their time sheets. This is normally covered by the Evening shift provider but can be covered by another if arranged ahead of time with the Department Supervisor.

4.1.3 The contractor's plan should include a strategy for sufficient physician coverage to meet patient needs seasonal volume changes, Federal holiday coverage, and available at all times for callbacks, provide support in the event of major emergencies, and to cover unanticipated gaps in ER physician coverage (that is, those caused by flight delays and so forth).

4.1.4 The contractor shall have a strategy in place to replace any contracted physician who has been assigned a time slot on the Emergency Department schedule who calls in sick, does not arrive in a timely manner or for other reasons cannot fulfill their contractual duties.

4.1.5 New-provider orientation and training may be scheduled for 1-5 days. A portion of the orientation will be on-line learning to be completed before the arrival of the physician. New contracting physicians will be given a temporary security clearance for up to 120 days but should anticipate a full security background check and possibly interview. The forms will be forwarded to you by the service unit and should be returned expeditiously. Failure to return the forms and completion of the background check in the specified time will result in dismissal from further service at KSU

4.1.6 Kayenta is open to considering a variety of staffing models, but no physician should be scheduled for more than a 12-hour shift or back-to-back shifts without time for rest and recovery.

4.1.7 The contractor shall communicate with the medical control for the Navajo Nation Emergency Medical Service and with the Ground Transport contractor stationed in Kayenta, AZ, and in accordance with KHC policies and procedures as needed.

4.2 Work Schedule:
ED shifts currently run from 7 AM to 7 PM (day shift), 7 PM to 7 AM (night shift), 9 AM to 9 PM (Morning) and 2 PM to 2 AM. (Evening). There is frequently an additional 11 AM to 11 PM (swing shift) to provide extra coverage for the busiest hours. ED shifts are subject to change. All services shall be provided on an as needed basis as scheduled by the ED Department supervisor or appointee.

5.0 Qualification Requirements: The Contactor shall meet the following requirements throughout the term of the contract.

5.1 Experience. The Contractor shall provide physicians to perform the necessary medical care for patients in a variety of emergency department situations such that at least one physician is on duty at the KHC-ED at all hours of all shifts. The Contract physicians shall provide immediate medical evaluation, examination, diagnosis, treatment, and/or referral of patients who present for care in the KHC emergency services area. The Contract physician shall provide professional advice to personnel in emergency situations with regard to professional management of patients being treated and/or hospitalized. Contract physician care shall cover the range of emergency department care typically provided in a rural civilian practice of similar size. The following list is an example of the types of cases, but is not all-inclusive:

A. Major trauma, including fractures of multiple extremities, stab wounds, open wounds of the chest, abdomen, extremities, penetrating trauma, head trauma, suspected spine injuries, lacerations, amputations;
B. Major medical emergencies such as cardiac arrest, myocardial infarction, respiratory failure, shock, diabetic ketoacidosis;
C. Obstetrical emergencies such as deliveries of single or multiple births, acute pregnancy complications, vaginal bleeding;

D. Pediatric emergencies
E. Acute psychiatric problems, including suicide attempts
F. Lower-acuity complaints including viral illnesses, other infections, minor orthopedic problems, minor trauma, alcohol abuse;
G. The contracted physician shall be responsible providing Emergency Department coverage for the inpatient service once established until the inpatient physician becomes available.
H. External cardiac pacing, endotracheal intubation with the use of appropriate anesthesia, procedure sedation, thoracentesis, tube and/or needle thoracotomy, cricothyrotomy, vaginal delivery, peritoneal lavage, laceration repair, reduction and stabilization of fractures and dislocations, arthrocentesis, paracentesis, lumbar puncture, intraosseous cannulation, use of ultrasound for the FAST exam, limited interpretation of radiographs, ultrasounds, and CT studies, electrocardiograms and administration of thrombolytics.

5.2 Quality of care by physicians: Contract physicians shall practice in adherence to typical standards and guidelines as defined by, but not limited to, KSU Governing Board bylaws, KHC Medical Staff bylaws, rules, policies and procedures, KHC ED policies and procedures, Indian Health Service, Centers for Medicare and Medicaid Services (CMS), the Joint Commission (TJC), applicable state licensure boards, and applicable federal authorities (e.g., IHS, DEA, etc.)

5.3 Documentation of care by physicians: Contract physicians shall generate and maintain proper medical record information on beneficiaries to whom treatment is provided in accordance with Indian Health Service (IHS), TJC, and CMS regulations. The Contract physician shall prepare all medical record documentation to meet or exceed the established standards of the IHS facility to include, but not limited to: timeliness, legibility, accuracy, content, and signature. Contract physicians shall complete all third party reimbursement forms. All medical record information and documentation generated in the performance of this contract must be completed prior to the shift ending and will remain the property of and subject to the exclusive control of the IHS. The contractor physician is responsible for following up and signing all ordered laboratory and imaging tests. Contract physicians are expected to use the Electronic Health Records for entry of their documentation where applicable. The Health Information Department shall be notified in advance of the contractor providers last workday. Failure to properly complete medical record documentation before leaving may result in a delay or failure of the processing of all invoices from the contractor. The contractor shall establish a reporting system that includes significant findings, major problems encountered, and plans for resolution of contract physicians.

5.4 Physician qualifications, credentials, and competencies: Contract physicians shall meet the following requirements throughout the term of the contract:

5.4.1 Experience: The Contractor shall ensure that all Contract physicians are trained and licensed to perform Emergency Physician Services.

5.4.2 Licensure: The Contractor shall ensure that all Contract physicians hold a valid, active, and unrestricted physician license in at least one state.

5.4.3 Certifications: The Contractor's physician performing services under this contract shall be certified in ATLS, ACLS, PALS, BLS. NRP and ALSO are strongly recommended for Family Practice Trained providers and required for all others.

5.4.4 Physician qualifications: The contractor's personnel performing services under this contract shall be qualified by at least one of the following routes (Note: KSU will only accept residency training from a program certified by the ACGME or AOA and board certification through specialty boards approved by the American Board of Medical Specialties):

A. Satisfactory completion of an Emergency Medicine residency with either current ABEM or ACOEM emergency medicine board certification or planned certification within 18 months of completing residency or fellowship training.
B. Satisfactory completion of an approved Family Practice residency and ABFP or ACOFP board certification in family medicine and 2000 hours, one year full time or equivalent of independent practice providing care as an emergency department physician.
C. Providers with satisfactory completion of an approved residency and board certification in another specialty and 7500 hours, three and half years of full time or equivalent of independent practice providing care as an emergency department physician.

D. Providers who are already credentialed at the Kayenta Service Unit and approved by the COR or designee.

E. Providers with lapsed board certification in one of the above categories may be considered, subject to COR or designee review, if they are currently eligible for board certification according to the standards defined by the relevant boards for their specialty.

5.4.5 Core privileges: Core privileges include those necessary for initial evaluation and management, to include identification, stabilization and treatment of acute illness and injury of patients of any age. This includes life- threatening illness or injury.

5.4.6 Competencies: The Contractor's personnel performing services under this contract shall be proficient in essential emergency medicine skills demonstrable by one of the following:

A. Completion of an emergency medicine residency within the last 4 years.
B. Presentation of a log documenting skill performance during the last 2 years.

C. Copies of skill competency documentation from other facilities within the last 2 years.
D. Signed attestation summarizing skill performance during the last 2 years.
E. Presentation of CME documentation from courses providing hands-on training and evaluation of skill performance within the last year. F. A combination of the above.
F. In order to establish and maintain core competencies, contract physicians will be required to spend 1-2 hours per month in on-line or hands-on-training arranged with the ED Medical Director.

5.5 CME: Documentation of continuing medical education (CME) is not required if within one year after graduating from an Emergency Medicine or Family Practice residency. Otherwise, a report documenting an average of 30 hours of CME per year in Emergency Medicine for the past three years is required.

5.6 Contractor documentation requirements: For each Contract physician, Contractor shall provide initial evidence of each of the above required qualifications, credentials, and competencies. In addition, Contractor shall provide, to the COR or designee, a roster that provides Contract physician names, certification number and certification expiration date. The Contractor shall furnish, to the COR or designee, copies of renewals of any licenses and certifications for all employees providing services under this contract.

5.6.1 The Contractor shall be required to maintain records that document the competence and performance level of Contractor employees working on this contract, consistent with current TJC, CMS, and other regulatory and/or accrediting body requirements. The Contractor shall provide a current copy of the competence and performance assessments to the Service Unit Clinical Director for each Contractor physician completing assignment in the Kayenta Emergency Department.

5.6.1 Documentation for credentialing of new physicians: Except when unavoidable due to urgent unanticipated needs, the Contractor will provide the information required for credentialing of any new contract physician four weeks prior to their scheduled start date. Contractors must complete on-line mandatory trainings prior to arrival.

5.7 Response to Reports: The Contractor shall cooperate with the KSU Clinical Director and the KSU Emergency Department Medical Director in resolving issues with contract physician deficiencies with respect to:

A. Clinical and Records management Error Reports
B. Morbidity/Mortality Review Reports
C. Ongoing and Focused Peer Reviews
D. Provider certifications expiration dates.
E. Performance Improvement Reviews.

5.8 Conduct: Contractor physicians shall interact in a professional manner with patients, colleagues and co-workers.

5.9 New Employee Orientation: Contract physician/providers must attend one day of new employee orientation and complete requested on-line trainings. The Contractor shall complete the Information Systems Security Awareness (ISSA) training prior to the start date.

5.10 Background Checks: The Contractor shall comply with Agency Personal Identity Verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201; this includes fingerprinting guidelines. As directed by the Contracting Officer, the Contractor shall provide all requested information necessary to perform Level I and Level II background checks. The Contractor shall comply with the requirement to obtain security investigations. The Contractor shall work with the IHS to ensure that the pre- employment screening process includes the appropriate investigation questionnaires and forms to be completed. All completed forms will be reviewed by the Contractor and forwarded to the Government Personnel. The Contractor will be immediately removed from the position if at any time the investigation receives unfavorable adjudication, or, if other unfavorable information that would affect the investigation becomes known. If FSS Contract was initiated before 10/29/2010, then fingerprint clearance can be submitted when provider first arrives on-site. If FSS Contract was initiated after 10/29/2010, then fingerprint clearance must be approved before tour of duty begins, UNLESS your FSS contract contains a Background Investigations clause, then fingerprint clearance can be submitted when provider first arrives on-site.

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

5.11 Immunizations: The contractor shall provide proof of employee immunizations for:

- Immunity to Rubella, Mumps, Measles, Varicella
- Immunity to Hepatitis B or a signed declination statement
- Tetanus Diphtheria (Td) within the last 5 years and Tdap in the past Documentation of receiving a TB Mantoux skin test (PPD) within the past 12 months with documentation of follow-up for a positive test.

6.0 Indemnification and Insurance

6.1 FAR 52.237-7 Indemnification and Medical Liability Insurance (Jan 1997)

(a) It is expressly agreed and understood that this is a non-personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: * _$1,000,000.00___.

(b) An apparently successful offer, or upon request, the Contracting Officer, shall be furnished, prior to contract award, evidence of the Contractor's insurability concerning the medical liability insurance required by paragraph (a) of this clause prior to the commencement of services under this contract. (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. If 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.

(d) 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.

(e) The Contractor shall insert the substance of this clause, including this paragraph, 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.

6.2 Contractor staff Indemnification/Insurance: If the acuity of the patient requires the contractor's staff to assist and work with IHS staff at the patient's bedside, the contractor shall provide liability insurance coverage for their staff while working in the IHS facility,

and shall indemnify the NAIHS facility and staff from all claims resulting from the performance of contractor's employees

7.0 Challenges to Conflicts: For any inconsistency between supervisor directions, this Performance Work Statement, attachments and exhibits, the following order of precedence will apply:

(a) First Priority: Supervisor's directions
(b) Second Priority: Position Description (attached)
(c) Third Priority: Performance Work Statement Exhibits
(d) Fourth Priority: Performance Work Statement Narrative

8.0 52.249-12 Termination (Personal Services) (Apr 1984):

The Government may terminate this contract at any time upon at least 15 days' written notice by the Contracting Officer to the Contractor. The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least 15 days' written notice to the Contracting Officer.

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

9.0 List of Attachments and Exhibits.

To be provided by the Contracting Officer upon request.

9.1 Attachments

Position Description (Service Unit specific)

9.2 Written Competency Assessments

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

KAYENTA HEALTH CENTER - EMERGENCY DEPARTMENT
Performance Based Statement of Work (PBSOW)
PHYSICIAN SERVICES

10.0 PERFORMANCE-BASED MATRIX

PERFORMANCE OBJECTIVES	INDICATOR	PERFORMANCE STANDARD	SURVEILLANCE PLAN	CONTRACTOR INCENTIVE
The Contractor shall provide quality Emergency Department Physician services for the Emergency Department at the Kayenta Health Center on an "as needed" basis. This will include full spectrum of emergency and urgent care. The physicians shall also be responsible for transfers (as medically indicated) and provision of emergency care to inpatients as needed.	1. Adequate staffing and on-call support to meet performance requirements 2. Quality of care Contractor physician shall provide immediate medical evaluation, treatment, and/or referral of patients who present for care at KHC Emergency Services area. The emergency medical care provided shall cover the range of emergency care typically provided in a rural civilian practice of similar size and remoteness. 3. Documentation of care with the contractor physicians using the electronic health record (EHR) for medical records documentation. 4. Physician qualifications, credentials, competencies 5. Error reports:	1. No coverage gaps 2. Adherence to standards and guidelines noted in PBSOW. 3. 100% of physicians meet requirements. 4. Documentation provided by contractor before start of duty for 100% of physicians 5. Reports are complete and timely with 100% of reports completed by deadlines. 6. Less than 3 conduct complaints by patients or staff per month total among all physicians	1. Surveillance systems will include: • Periodic chart reviews • Review of morbidity and mortality reports • Review of error reports • Substantiated complaints • Random samples 2. Review of all concerns raised by staff, patients, or receiving facilities • Ongoing PI reviews. 3. Reports of medical record coders and radiology. 4. Medical Staff Office, Human Resources, and IT reporting. 5. ED Medical Director, COR, and Clinical Director reports. 6. No more than 3 failures per quarter to comply with documentation standards:	1. Payment of hourly rate; Successful evaluation using the CPARS; avoidance of cure notice; and avoidance of fee reimbursing the Government for services required due to deficiency.

	• Quarterly reports of provider • Certification/expiration dates for ATLS, ACLS, PALS, BLS; NRP and ALSO as recommended • Medical records documentation 6. Professional conduct of providers		☐ Signing off on lab, x-ray or imaging reports. ☐ Correcting charting errors ☐ Chart completions ☐ Three (3) valid complaints by patients or by staff of deficiencies regarding patient care, contractor behavior and/or professional demeanor during a 6-month period. ☐ No more than one failure per quarter to respond to professional improvement/quality assurance and periodic review reports.	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE	OF
IHS1461912	1	14

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
V797D-40126		75H71023F80177		

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	ROXANNE FRANKLIN	928-697-4023	

9. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:

☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)

NAICS: 561320
SIZE STANDARD: $30.0

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
☒ SEE SCHEDULE	HHS NET 30P	☐		☐RFQ ☐IFB ☐RFP

15. DELIVER TO CODE 25

KAYENTA HEALTH CENTER
ATTN: EMERGENCY DEPARTMENT
Highway 160, South of Mile Post 394.3
Kayenta AZ 86033

16. ADMINISTERED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

17a. CONTRACTOR/ OFFEROR CODE 159348 FACILITY CODE

AB STAFFING SOLUTIONS, LLC 159348
Attn: LANCE SCHUGG
AB STAFFING SOLUTIONS, LLC 345
3451 S MERCY RD STE 102
GILBERT AZ 852970206

TELEPHONE NO. 888-5153900

☐17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE IHSNAVAJO

IHSNAVAJO
P.O. BOX 9020
WINDOW ROCK AZ 86515

18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☒SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	UEI: MKNJPM6CKSP9 This is a Non-Personal Service task order issued against VA contract number V797D 40126, cited in block no. 2 of page 1. The Contractor shall provide licensed Physician healthcare providers in the delivery of patient care to the Kayenta Health Center Emergency Department in Kayenta, Arizona in accordance with the Performance Work Statement (PWS) directly related to this position description. *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
2023.J54LRED.25223

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
$3,125,928.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.
☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
	

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		TANYA M. JOHNSON	03/02/2023

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	********** NOTE TO VENDOR: Please reference the Purchase Order Number listed in Block #4 on all invoices related to this order. ********** **INVOICE SUBMISSION** The Contractor shall submit invoices in accordance with FAR Clause 52.212-4(g) uploading into www.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. Department of the Treasury?s IPP website that includes training materials: https://www.ipp.gov/vendors/training-vendors. Delivery: 03/31/2024 Appr. Yr.: 2023 CAN: J54LRED Object Class: 25223 Period of Performance: 04/01/2023 to 03/31/2024				
1	Physician Services Continued ...				3,125,928.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

All-Inclusive Hourly Rate:
(b) (4) [redacted]

The selected Contractor's provider(s) will be subject to a pre-employment fingerprint check and background investigation.

The selected Contractor's provider(s) are required to acquire pre-security and fingerprint clearance prior to beginning their tour of duty and incurring costs.

The hourly rate listed herein is an All Inclusive Rate, meaning the Contractor is responsible for all costs associated with providing said services, i.e. travel, per diem, lodging/housing, etc. If Government housing becomes available, the provider shall contact the Kayenta Health Center Housing Services Department, and make rental/payment arrangements; telephone number (928) 697-5010. The Contractor is responsible for all applicable Federal, State and Local Taxes.

Administrative Contracting Officer (CO): Roxanne Franklin, Contract Specialist, (928) 697-5075, Roxanne.Franklin@ihs.gov.

Per FAR 2.101(b) the Contracting Officer (CO): only individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. Also is the only individual to authorize modifications to contracts and/or terms and conditions.

Supervisory Point of Contact (SPOC): Anthony Griffay, ER Physician Supervisor, Telephone: (928) 697-4096, Anthony.Griffay@ihs.gov.

The SPOC shall certify timesheets and invoices submitted prior to COR.

Per FAR Subpart 1.602-2(d), the CO determines that this order requires a Contracting Officer Representative (COR).
Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Primary Contract Officer Representative (COR): Sheila Denny, Level II, Contract Specialist, Telephone: (928) 697-5071, Sheila.Denny@ihs.gov. Secondary Contract Officer Representative (COR): Letina Honnie, Level I, Contract Officer Representative, Telephone: (928) 697-5072, Letina.Honnie@ihs.gov. COR: is primarily responsible for monitoring the technical progress including surveillance and assessment of performance under this task order. **INVOICE SUBMISSION** The Contractor shall submit invoices in accordance with FAR Clause 52.212-4(g) uploading into www.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 Department of the Treasury?s IPP website that includes training materials: https://www.ipp.gov/vendors/training-vendors Questions regarding payments, contact Finance at (928) 697-4386/4389. Invoices shall be submitted in accordance with the contract terms, i.e. payment schedule, progress payments, partial payments, deliverables, etc. All information set forth in FAR Clause 52.212-4(g), Invoice, must be included in all invoices for it to constitute a proper invoice. In accordance with OMB Memorandum, M-11-32, Agencies shall make payments to small businesses as soon as practicable, with the goal of making payments within 15 days of receipt of a proper invoice. If a small business contractor is not paid within this (15 day) accelerated period, the contractor will not be given a late-payment Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	interest penalty. Interest penalties, as prescribed by the Prompt Payment Act, remain unchanged by means of this memorandum. All small businesses shall label all invoices as ?Small Business.? Additionally, in accordance with OMB Memorandum, M-12-16, all prime contractors are encouraged to disburse funds received from the Federal Government to their small business subcontractors in a prompt manner. To assist prime contractors in expediting contractor payments to small business subcontractors, Agencies shall, to the full extent permitted by law, temporarily establish an earlier, accelerated date for making agency payments to all prime contractors. Consistent with OMB Memorandum M-11-32 above, Agencies shall have a goal of paying all prime contractors within 15 days of receiving proper documentation. In an effort to support small business growth, drive economic activity and job creation, the Contractor is encouraged to accelerate payments to their small business subcontractors. In accordance with the requirements of the Debt Collection Improvement Act of 1996, all payments under this order will be made by electronic funds transfer (EFT). The Contractor shall provide financial institution information to the Finance Office designated above in accordance with FAR 52.232-33 Payment by Electronic Funds Transfer ? System for Award Management. FAR CLAUSES: The following federal acquisition clauses will apply to the resultant contract. The full text of a clause may be accessed electronically at www.acquisition.gov 52.204-7 System Award Management (Oct 2018) 52.204-9 Personnel Identity Verification of Contractor Personnel (Jan 2011) 52.209-5 Certification Regarding Responsibility Matters (Oct 2015) 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony conviction under any Federal Law (Feb 2016) Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	52.212-4 Contract Terms and Conditions-Commercial Items (Nov 2021) 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Items (Jan 2022) 52.229-3 Federal, State, and Local Taxes (Feb 2013) 52.232-33 Payment by Electronic Funds Transfer System for Award Management (Jul 2013) 52.232-40 Providing Accelerated Payments to Small Business Sub-Contractors (Dec 2013) 52.237-2 Protection of Government Building, Equipment, and Vegetation (Apr 1984) 52.237-3 Continuity of Services (Jan 1991) HHSAR CLAUSES: 352.239-73 Electronic and Information Technology Accessibility Notice 352.239-74 Electronic and Information Technology Accessibility 352.232-71 Electronic Submission of Payment Requests (Feb 2022) (a) 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 requirements identified in FAR 32.905(b), ?Content of Invoices? and the applicable Payment clause included in this contract. (b)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 www.ipp.gov or any successor site. (c)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. (d)If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer?s written authorization with each payment request. Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Invoices shall be submitted in accordance with the contract terms, i.e. payment schedule, progress payments, partial payments, deliverables, etc. All information set forth in FAR Clause 52.212-4(g), Invoice, must be included in all invoices for it to constitute a proper invoice. In accordance with OMB Memorandum, M-11-32, Agencies shall make payments to small businesses as soon as practicable, with the goal of making payments within 15 days of receipt of a proper invoice. If a small business contractor is not paid within this (15 day) accelerated period, the contractor will not be given a late-payment interest penalty. Interest penalties, as prescribed by the Prompt Payment Act, remain unchanged by means of this memorandum. All small businesses shall label all invoices as Small Business. Additionally, in accordance with OMB Memorandum, M-12-16, all prime contractors are encouraged to disburse funds received from the Federal Government to their small business subcontractors in a prompt manner. To assist prime contractors in expediting contractor payments to small business subcontractors, Agencies shall, to the full extent permitted by law, temporarily establish an earlier, accelerated date for making agency payments to all prime contractors. Consistent with OMB Memorandum M-11-32 above, Agencies shall have a goal of paying all prime contractors within 15 days of receiving proper documentation. In an effort to support small business growth, drive economic activity and job creation, the Contractor is encouraged to accelerate payments to their small business subcontractors. In accordance with the requirements of the Debt Collection Improvement Act of 1996, all payments under this order will be made by electronic funds transfer (EFT). The Contractor shall provide financial institution information to the Finance Office designated above in accordance with FAR 52.232-33 Payment by Electronic Funds Transfer System for Award Management. Pre-Security/Fingerprinting must be cleared prior Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	to starting tour of duty and incurring costs. If contractor?s provider is selected, then the Contractor and provider shall provide the following Pre-Security/Fingerprinting documents. 1) Complete Resume 2) OIG Clearance 3) Licenses/Certifications (ACLS, PALS, BLS, TNCC, Diplomas etc.) 4) Copy of school transcripts 5) Declaration of Federal Employment (Typed/Original Signature) 6) Child Addendum (Typed/Original Signature) 7) OFI Form 86C 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011) (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201. (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government: (1) When no longer needed for contract performance. (2) Upon completion of the Contractor employees employment. (3) Upon contract completion or termination. (c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements. (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractors employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

52.237-7 Indemnification and Medical Liability Insurance (Jan 1997)
(a) It is expressly agreed and understood that this is a nonpersonal 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 Contractors professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence:
$1,000,000 per occurrence; $3,000,000 aggregate.
(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
Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	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 Governments 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. Department of Health and Human Services Applicable Clauses: 352.202-1 Definitions. (JAN 2006) 352.224-70 Privacy Act (DEC 2015) 352.226-1 Indian Preference (DEC 2015) 352.226-2 Indian Preference Program (DEC 2015) 352.237-70 Pro-Children Act. (Dec 2015) 352.237-71 Crime Control Act of 1990-Reporting of Child Abuse (Dec 2015) (a) Public Law 101-647, also known as the Crime Control Act of 1990 (Act), imposes responsibilities on certain individuals who, while engaged in a professional capacity or Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	activity, as defined in the Act, on Federal land or in a federally-operated (or contracted) facility, learn of facts that give the individual reason to suspect that a child has suffered an incident of child abuse. (b) The Act designates covered professionals as those persons engaged in professions and activities in eight different categories including, but not limited to, teachers, social workers, physicians, dentists, medical residents or interns, hospital personnel and administrators, nurses, health care practitioners, chiropractors, osteopaths, pharmacists, optometrists, podiatrists, emergency medical technicians, ambulance drivers, alcohol or drug treatment personnel, psychologists, psychiatrists, mental health professionals, child care workers and administrators, and commercial film and photo processors. The Act defines the term child abuse as the physical or mental injury, sexual abuse or exploitation, or negligent treatment of a child. (c) Accordingly, any person engaged in a covered profession or activity under an HHS contract or subcontract, regardless of the purpose of the contract or subcontract, shall immediately report a suspected child abuse incident in accordance with the provisions of the Act. If a child is suspected of being harmed, the appropriate State Child Abuse Hotline, local child protective services (CPS), or law enforcement agency shall be contacted. For more information about where and how to file a report, the Childhelp USA, National Child Abuse Hotline (1-800-4-A-CHILD) shall be called. Any covered professional failing to make a timely report of such incident shall be guilty of a Class B misdemeanor. (d) By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Act. The Act also applies to all applicable subcontracts awarded under this contract. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Act. Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	352.237-72 Crime Control Act of 1990-Requirement for Background Checks (Dec 2015) (a) Public Law 101-647, also known as the Crime Control Act of 1990 (Act), requires that all individuals involved with the provision of child care services to children under the age of 18 undergo a criminal background check. Child care services include, but are not limited to, social services, health and mental health care, child (day) care, education (whether or not directly involved in teaching), and rehabilitative programs. Any conviction for a sex crime, an offense involving a child victim, or a drug felony, may be grounds for denying employment or for dismissal of an employee providing any of the services listed above. (b) The Contracting Officer will provide the necessary information to the Contractor regarding the process for obtaining the background check. The Contractor may hire a staff person provisionally prior to the completion of a background check, if at all times prior to the receipt of the background check during which children are in the care of the newly-hired person, the person is within the sight and under the supervision of a previously investigated staff person. (c) By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Act. The Act also applies to all applicable subcontracts awarded under this contract. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Act. Health Insurance Portability and Accountability Act (HIPAA) The Indian Health Service (IHS) is required to comply with HIPAA in the provision of health care to IHS patients. HIPAA was implemented by the U.S. Department of Health and Human Services, Office of Civil Rights, under the Code of Federal Regulations, Part 160 and 164. Accordingly, all health care providers, including contracted health care providers are required to comply with HIPAA requirements (Full text will be Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	furnished upon request). FAR CLAUSES: 52.204-7 System Award Management (Oct 2018) 52.204-9 Personnel Identity Verification of Contractor Personnel (Jan 2011) 52.209-5 Certification Regarding Responsibility Matters (Oct 2015) 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony conviction under any Federal Law (Feb 2016) 52.212-4 Contract Terms and Conditions-Commercial Items (Nov 2021) 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Items (Jan 2022) 52.229-3 Federal, State, and Local Taxes (Feb 2013) 52.232-33 Payment by Electronic Funds Transfer System for Award Management (Jul 2013) 52.232-40 Providing Accelerated Payments to Small Business Sub-Contractors (Dec 2013) 52.237-2 Protection of Government Building, Equipment, and Vegetation (Apr 1984) 52.237-3 Continuity of Services (Jan 1991) HHSAR CLAUSES: 352.239-73 Electronic and Information Technology Accessibility Notice 352.239-74 Electronic and Information Technology Accessibility 352.232-71 Electronic Submission of Payment Requests (Feb 2022) (a) 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 requirements identified in FAR 32.905(b), ?Content of Invoices? and the applicable Payment clause included in this contract. (b)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 Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	information, is available at www.ipp.gov or any successor site. (c)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. (d)If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer?s written authorization with each payment request. LIST OF ATTACHMENTS: -Performance Work Statement (PWS) No.: ERPHYS23 The total amount of award: $3,125,928.00. The obligation for this award is shown in box 26.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00001	03/28/2024		

6. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

AB STAFFING SOLUTIONS, LLC 159348
Attn: LANCE SCHUGG
AB STAFFING SOLUTIONS, LLC 345
3451 S MERCY RD STE 102
GILBERT AZ 852970206

CODE 159348 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
V797D-40126
75H71023F80177

10B. DATED *(SEE ITEM 13)*
03/02/2023

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
2023.J54LRED.25223

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

UEI: MKNJPM6CKSP9
Order No. 75H71023F80177 is hereby modified to make the following changes:

--Period Of Performance End Date changed FROM 31-MAR-24 TO 30-SEP-24
--Buyer changed FROM Roxanne Franklin TO Amber Whitehair
--Contracting Officer changed FROM TANYA M JOHNSON TO MISTY J BILLY

$3,125,928.00 Original Award Amount
$0.00 Supplemental Agreement for work within scope MOD #1
==========
$3,125,928.00 Revised Award Amount
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		MISTY J. BILLY	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Misty Billy *(Signature of Contracting Officer)*	03/28/2024

NAME OF OFFEROR OR CONTRACTOR
AB STAFFING SOLUTIONS, LLC 159348

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Discount Terms: HHS NET 30P Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 Appr. Yr.: 2023 CAN: J54LRED Object Class: 25223 Period of Performance: 04/01/2023 to 09/30/2024 Change Item 1 to read as follows(amount shown is the total amount):				
1	Physician Services All-Inclusive Hourly Rate: (b)(4) [redacted]				3,125,928.00
	ALL OTHER TERMS AND CONDITIONS TO REMAIN IN EFFECT.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00002	See Block 16C	IHS1486187	

6. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

AB STAFFING SOLUTIONS, LLC 159348
Attn: LANCE SCHUGG
AB STAFFING SOLUTIONS, LLC 345
3451 S MERCY RD STE 102
GILBERT AZ 852970206

CODE 159348 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. V797D-40126
75H71023F80177

10B. DATED *(SEE ITEM 13)* 03/02/2023

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)* Net Increase: $600,000.00
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Bilateral; FAR 52.212-4 Alternate I (i)(3) Ceiling Price

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

UEI: MKNJPM6CKSP9
Order No. 75H71023F80177 is hereby modified to make the following changes:

--Period Of Performance End Date changed FROM 09/30/2024 TO 10/31/2024
--Per FAR 52.212-4 Alternate I (i)(3) Ceiling Price
--Including local clause KSU-09 Unauthorized Commitments
--Increase Amount by $600,000.00

$3,125,928.00 Original Award Amount
$ 0.00 Supplemental Agreement for work within scope MOD #1
$ 600,000.00 Increase Amount by Mod #2
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		MISTY J. BILLY	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Misty Billy *(Signature of Contracting Officer)*	08/12/2024

NAME OF OFFEROR OR CONTRACTOR
AB STAFFING SOLUTIONS, LLC 159348

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	==========				
	$3,725,928.00 Revised Award Amount Discount Terms: HHS NET 30P Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 Period of Performance: 04/01/2023 to 10/31/2024 Change Item 1 to read as follows(amount shown is the total amount):				
1	Physician Services All-Inclusive Hourly Rate: (b)(4) [redacted] Accounting Info: 2023.J54LRED.25223 Appr. Yr.: 2023 CAN: J54LRED Object Class: 25223 Funded: $0.00				3,125,928.00
	Add Item 2 as follows:				
2	Additional Funding: Emergency Department Physician Services All-Inclusive Hourly Rate: (b)(4) [redacted] Accounting Info: 2024.J54ET48.25223 Appr. Yr.: 2024 CAN: J54ET48 Object Class: 25223 Funded: $600,000.00 ALL OTHER TERMS AND CONDITIONS TO REMAIN IN EFFECT.				600,000.00

352.237-75	KEY PERSONNEL	DEC 2015

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

Name: (b) (6)
Available Service Dates: 10/01/2024 to 10/31/2024
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 10/01/2024 to 10/31/2024
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 10/01/2024 to 10/31/2024
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 10/01/2024 to 10/31/2024
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 10/01/2024 to 10/31/2024
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 10/01/2024 to 10/31/2024
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 10/01/2024 to 10/31/2024
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 10/01/2024 to 10/31/2024
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 10/01/2024 to 10/31/2024
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 10/01/2024 to 10/31/2024
Agreed-upon Absence Date(s): N/A

(End of clause)

KSU-09	UNAUTHORIZED COMMITMENTS	SEP 2023

(a) Definitions.

Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determination and findings.

Ratification means the act of approving an unauthorized commitment by an official who has the authority to do so.

Unauthorized Commitment (UAC) means an agreement that is not binding solely because the Government representative who made it lacked the authority to enter into that agreement on behalf of the Government.

(b) Policy.

The Government is not bound by agreements with, or contractual commitments made to, prospective contractors by individuals who do not have delegated contracting authority. Unauthorized commitments do not follow the appropriate process for the expenditure of Government funds. Consequently, the Government may not be able to ratify certain actions, putting a contractor at risk for taking direction from a Federal official other than the contracting officer (see FAR 1.602-1) Government employees responsible for unauthorized commitments are subject to disciplinary action. Contractors perform at their own risk when accepting direction from unauthorized officials. Failure to follow statutory and regulatory processes for the expenditure of Government funds is a very serious matter.

(c) Procedure.

Any agreement, modification, or change to a contractual agreement made by a government personnel who lack authority will be deemed an unauthorized commitment. The Government is not liable to the Contractor or under the terms of the contract, financially or otherwise – unless the unauthorized commitment successfully passes the ratification process.

The ratification process does not have any lead time, nor does the Government make any promise that an unauthorized commitment will be ratified and, therefore, the Contractor would be paid. The Contractor proceeds at its own risk if any of the terms of the contract are altered, changed, or modified without the written concurrence by a Contracting Officer.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00003	See Block 16C		

6. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

AB STAFFING SOLUTIONS, LLC 159348
Attn: LANCE SCHUGG
AB STAFFING SOLUTIONS, LLC 345
3451 S MERCY RD STE 102
GILBERT AZ 852970206

CODE 159348 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. V797D-40126
75H71023F80177

10B. DATED *(SEE ITEM 13)* 03/02/2023

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

UEI: MKNJPM6CKSP9
Order No. 75H71023F80177 is hereby modified to make the following changes:

--Per FAR 52.212-4(c) Changes; Change Period of Performance End Date FROM 10/31/2024 TO 01/31/2025.
--Change Contracting Officer FROM Misty Billy TO Jerlyn Begay

$3,125,928.00 Original Award Amount
$ 0.00 Supplemental Agreement for work within scope MOD #1
$ 600,000.00 Increase Amount by Mod #2
$ 0.00 Supp. Agreement by Mod #3
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		JERLYN R. BEGAY	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	10/22/2024

NAME OF OFFEROR OR CONTRACTOR
AB STAFFING SOLUTIONS, LLC 159348

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	==========				
	$3,725,928.00 Revised Award Amount Discount Terms: HHS NET 30P Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 Period of Performance: 04/01/2023 to 01/31/2025 Change Item 1 to read as follows(amount shown is the total amount):				
1	Physician Services All-Inclusive Hourly Rate: (b)(4) [redacted] Accounting Info: 2023.J54LRED.25223 Appr. Yr.: 2023 CAN: J54LRED Object Class: 25223 Funded: $0.00				3,125,928.00
	Change Item 2 to read as follows(amount shown is the total amount):				
2	Additional Funding: Emergency Department Physician Services All-Inclusive Hourly Rate: (b)(4) [redacted] Accounting Info: 2024.J54ET48.25223 Appr. Yr.: 2024 CAN: J54ET48 Object Class: 25223 Funded: $0.00 ALL OTHER TERMS AND CONDITIONS TO REMAIN IN EFFECT				600,000.00

352.237-75	KEY PERSONNEL	DEC 2015

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

Name: (b) (6)
Available Service Dates: 11/01/2024 to 01/31/2025
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 11/01/2024 to 01/31/2025
Agreed-upon Absence Date(s): N/A

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Agreed-upon Absence Date(s): N/A

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Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 11/01/2024 to 01/31/2025
Agreed-upon Absence Date(s): N/A

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00004	See Block 16C	IHS1503665	

6. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

AB STAFFING SOLUTIONS, LLC 159348
Attn: LANCE SCHUGG
AB STAFFING SOLUTIONS, LLC 345
3451 S MERCY RD STE 102
GILBERT AZ 852970206

CODE 159348 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. V797D-40126
75H71023F80177

10B. DATED *(SEE ITEM 13)* 03/02/2023

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)* Net Increase: $1,220,856.00
2025.J54048K.25223

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Bilateral; FAR 52.212-4 Alternate (i)(3) Ceiling Price

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

UEI: MKNJPM6CKSP9
Order No. 75H71023F80177 is hereby modified to make the following changes:

--Per FAR 52.212-4 Alternate (i)(3) Ceiling Price; Increase Amount by $1,220,856.00

$3,125,928.00 Original Award Amount
$ 0.00 Supp. Agreement by Mod #1
$ 600,000.00 Increase Amount by Mod #2
$ 0.00 Supp. Agreement by Mod #3
$1,220,856.00 Increase Amount by Mod #4
==========

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		JERLYN R. BEGAY	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	11/01/2024

NAME OF OFFEROR OR CONTRACTOR
AB STAFFING SOLUTIONS, LLC 159348

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	$4,946,784.00 Revised Award Amount Discount Terms: HHS NET 30P Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 Appr. Yr.: 2025 CAN: J54048K Object Class: 25223 Period of Performance: 04/01/2023 to 01/31/2025 Add Item 3 as follows:				
3	Additional Funding: Emergency Department Physician Services All-Inclusive Hourly Rate: (b)(4) [redacted] ALL OTHER TERMS AND CONDITIONS TO REMAIN IN EFFECT				1,220,856.00

352.237-75	KEY PERSONNEL	DEC 2015

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

Name: (b) (6)
Available Service Dates: 11/01/2024 to 01/31/2025
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 11/01/2024 to 01/31/2025
Agreed-upon Absence Date(s): N/A

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Agreed-upon Absence Date(s): N/A

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(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00005	See Block 16C		

6. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

AB STAFFING SOLUTIONS, LLC 159348
Attn: LANCE SCHUGG
AB STAFFING SOLUTIONS, LLC 345
3451 S MERCY RD STE 102
GILBERT AZ 852970206

CODE 159348 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
V797D-40126
75H71023F80177

10B. DATED *(SEE ITEM 13)*
03/02/2023

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c) Changes
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

UEI: MKNJPM6CKSP9
Order No. 75H71023F80177 is hereby modified to make the following changes:

--Per FAR 52.212-4 (c) Changes; Change the Period of Performance End Date FROM 01/31/2025 TO 04/30/2025

$3,125,928.00 Original Award Amount
$ 0.00 Supp. Agreement by Mod #1
$ 600,000.00 Increase Amount by Mod #2
$ 0.00 Supp. Agreement by Mod #3
$1,220,856.00 Increase Amount by Mod #4
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		JERLYN R. BEGAY	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	01/13/2025

NAME OF OFFEROR OR CONTRACTOR
AB STAFFING SOLUTIONS, LLC 159348

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	$ 0.00 Supp. Agreement by Mod #5 ========== $4,946,784.00 Revised Award Amount Discount Terms: HHS NET 30P Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 Period of Performance: 04/01/2023 to 04/30/2025 Change Item 1 to read as follows(amount shown is the total amount):				
1	Physician Services All-Inclusive Hourly Rate: (b)(4) [redacted] Accounting Info: 2023.J54LRED.25223 Appr. Yr.: 2023 CAN: J54LRED Object Class: 25223 Funded: $0.00				3,125,928.00
	Change Item 2 to read as follows(amount shown is the total amount):				
2	Additional Funding: Emergency Department Physician Services All-Inclusive Hourly Rate: (b)(4) [redacted] Accounting Info: 2024.J54ET48.25223 Appr. Yr.: 2024 CAN: J54ET48 Object Class: 25223 Funded: $0.00				600,000.00
	Change Item 3 to read as follows(amount shown is the total amount):				
3	Additional Funding: Emergency Department Physician Services All-Inclusive Hourly Rate: (b)(4) [redacted] Continued ...				1,220,856.00

NAME OF OFFEROR OR CONTRACTOR
AB STAFFING SOLUTIONS, LLC 159348

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: 2025.J54048K.25223 Appr. Yr.: 2025 CAN: J54048K Object Class: 25223 Funded: $0.00 ALL OTHER TERMS AND CONDITIONS TO REMAIN IN EFFECT				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00006	See Block 16C	IHS1509159	

6. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

AB STAFFING SOLUTIONS, LLC 159348
Attn: LANCE SCHUGG
AB STAFFING SOLUTIONS, LLC 345
3451 S MERCY RD STE 102
GILBERT AZ 852970206

CODE 159348 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. V797D-40126
75H71023F80177

10B. DATED *(SEE ITEM 13)* 03/02/2023

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)* Net Increase: $915,642.00
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Bilateral; FAR 52.212-4 Alternate I (i)(3) Ceiling Price

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

UEI: MKNJPM6CKSP9
Order No. 75H71023F80177 is hereby modified to make the following changes:

--Per FAR 52.212-4 Alternate (I)(3) Ceiling Price; Increase Amount by $915,642.00
--Per FAR 52.212-4 (c) Changes; Change the Period of Performance End Date FROM 04/30/2025 TO 06/30/2025.

$3,125,928.00 Original Award Amount
$ 0.00 Supp. Agreement by Mod #1
$ 600,000.00 Increase Amount by Mod #2
$ 0.00 Supp. Agreement by Mod #3
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		JERLYN R. BEGAY	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	03/10/2025

NAME OF OFFEROR OR CONTRACTOR
AB STAFFING SOLUTIONS, LLC 159348

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	$1,220,856.00 Increase Amount by Mod #4 $ 0.00 Supp. Agreement by Mod #5 $ 915,642.00 Increase Amount by Mod #6 ========== $5,862,426.00 Revised Award Amount Discount Terms: HHS NET 30P Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 Period of Performance: 04/01/2023 to 06/30/2025 Change Item 1 to read as follows(amount shown is the total amount):				
1	Physician Services All-Inclusive Hourly Rate: (b)(4) [redacted] Accounting Info: 2023.J54LRED.25223 Appr. Yr.: 2023 CAN: J54LRED Object Class: 25223 Funded: $0.00				3,125,928.00
	Change Item 2 to read as follows(amount shown is the total amount):				
2	Additional Funding: Emergency Department Physician Services All-Inclusive Hourly Rate: (b)(4) [redacted] Accounting Info: 2024.J54ET48.25223 Appr. Yr.: 2024 CAN: J54ET48 Object Class: 25223 Funded: $0.00				600,000.00
	Change Item 3 to read as follows(amount shown is the total amount):				
3	Additional Funding: Continued ...				1,220,856.00

NAME OF OFFEROR OR CONTRACTOR
AB STAFFING SOLUTIONS, LLC 159348

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Emergency Department Physician Services All-Inclusive Hourly Rate: (b) (4) [redacted] Accounting Info: 2025.J54048K.25223 Appr. Yr.: 2025 CAN: J54048K Object Class: 25223 Funded: $0.00 Add Item 4 as follows:				
4	Additional Funding: Emergency Department Physician Services All-Inclusive Hourly Rate: (b) (4) [redacted] Accounting Info: 2025.J54048K.25223 Appr. Yr.: 2025 CAN: J54048K Object Class: 25223 Funded: $915,642.00 ALL OTHER TERMS AND CONDITIONS TO REMAIN IN EFFECT.				915,642.00

352.237-75	KEY PERSONNEL	DEC 2015

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

Name: (b) (6)
Available Service Dates: 05/01/2025 to 06/30/2025
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 05/01/2025 to 06/30/2025
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 05/01/2025 to 06/30/2025
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Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 05/01/2025 to 06/30/2025
Agreed-upon Absence Date(s): N/A

(End of clause)

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1.0 GENERAL:

This performance work statement describes the requirements of a non-personal service contract for the provision of EMERGENCY PHYSICIAN SERVICES for the Indian Health Services (IHS), Navajo Area Indian Health Service (NAIHS), and Kayenta Health Center (KHC) Emergency Department and Inscription House Urgent Care Clinic. The contractor shall provide a physician to cover these services at a fixed hourly rate.

1.1 BACKGROUND:

The IHS is the agency within the Department of Health and Human Services responsible for providing federal healthcare services to American Indians and Alaska Natives. The IHS is the principal federal health care provider and health advocate for Indian people and its goal is to raise their health status to the highest possible level. The IHS provides a comprehensive health service delivery system for approximately 1.9 million American Indians and Alaska Natives who belong to 564 federally recognized tribes in 35 states. The goal is to insure comprehensive and quality Emergency Physician services are available to the community served by KHC.

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

The KHC Emergency Department (ED) is currently a free-standing ED, without a local hospital, at a site shared with clinics providing outpatient services. The ED is in operation 24 hours a day, 7 days a week, 365 days per year. In July 2016, KHC moved into a new facility, and ED visits have increased steadily and reached slightly above 1800 in CY2019 or about 1500 patients a month. In the near future, an in-patient unit is expected to open, and the ED will no longer be free-standing but a component of a short stay hospital.

The Inscription House Center is a satellite clinic of KSU and its Urgent Care Clinic provides a more limited level of care than the Emergency Department and is open 0800 to 1700 Monday through Friday. IHHC is located approximately 45 minutes by car from KHC.

1.2 SCOPE:

The Contractor shall provide Emergency medicine physician services in accordance with section 5.0, performance based requirements.

1.2.1 **Duties and responsibilities** will encompass outpatient Emergency Medicine and urgent care services to IHS patients. The contractor reports to the Emergency Department Supervisor Physician. These services may in an emergency situation occasionally require accompanying patient in ground transportation assets owned by IHS or private entities.

1.2.2 **Place of Performance:** The Contract shall provide Emergency Medicine or Urgent Care services as required at the Kayenta Service Unit or IHHC as scheduled with the Emergency Department Supervisor Physician.

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

1.3 APPLICABLE DOCUMENTATION:

1.3.1 Section 231 of Public Law 101-6&7, the Crime Control Act of 1990.

1.3.2 Section 4087 of Public Law 101-630, the Indian Child Protection and Family Violence Act.

1.3.3 Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI).

1.3.4 Privacy Act of 1974.

1.3.5 Service Unit and Health Center Policies, Procedures and Protocols.

1.3.6 Public Law 102-573, Indian Health Care Improvement Act, Section 222

1.3.7 42 Code of Federal Regulations (CFR) 136.11-136.21 Contract Health Care Services.

1.3.8 Public Law 93-638, Indian Self-Determination Act

2.0 DEFINITIONS:

2.1 **Acceptance:** An authorized representative of the Government has inspected and agreed that the work meets all requirements of this contract, to include documentation requirements

2.2 **Advanced Life Support (ALS):** Emergency medical care for sustaining life, including defibrillation, airway management, and drugs and medications.

2.3 **Advanced Life Support for Obstetrics (ALSO):** An advanced level of hospital care

and procedures to effectively manage potential emergencies during the perinatal period.

2.4 Approval: The Government has reviewed submittals, deliverables, or administrative documents (e.g., insurance certificates, installation schedules, planned utility interruptions, etc.) and has determined the documents conform to contract or contract requirements. Government Approval shall not relieve the Contractor from responsibility for complying with contract requirements.

2.5 Active Labor: Contractions less than (<) 5 minutes apart and/ or greater than (>) 4 cm dilation.

2.6 Award Term Plan: Relative to Performance Based Contracting and rewarding the Contractor for satisfactory performance with option of contract term extension.

2.7 Basic Life Support (BLS): A specific level of pre-hospital medical care provided by trained and certified responders, including Emergency Medical Technicians (EMTs). BLS consists of a number of life-saving techniques e.g. the use of airway adjuncts such as respirators, emergency oxygen therapy; application of Cardiopulmonary resuscitation and other non-invasive emergency procedures.

2.8 CMS: Centers for Medicare & Medicaid Services.

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

2.10 Contracting Officer Representative (COR): A federal employee who assists the ordering/issuing activity-contracting officer in the administration of task orders issued under this contract. The PO is primarily responsible for the day-to-day program management of the ordering activity's task or delivery orders.

2.11 Contractor: The individual/company awarded this contract.

2.12 CPARS: Contractor Performance Assessment Reporting System**.** A web-enable system with electronic workflow that reports and rates Contractor performance.

2.13 EHR: Electronic Health Record

2.14 Eligible Beneficiaries: Services will be made available, as medically indicated to persons of Indian descent belonging to the Indian community served by the local facilities and program. Services will also be made available, as medically indicated, to a non-Indian woman pregnant with an eligible Indian's child but only during the period of her pregnancy through postpartum (generally about six weeks after delivery)

2.15 EMTALA: Emergency Medical Treatment And Labor Act

2.16 Emergency Medical Service (EMS): Those services that do qualify for basic life support or advance life support.

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

2.18 Health insurance portability and accountability act (HIPAA) - Acronym that stands for the Health Insurance Portability and Accountability Act, a US law designed to provide privacy standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals and other health care providers. Developed by the Department of Health and Human Services.

2.19 IHS PRC eligible beneficiaries – Services will be made available, as medically indicated to persons of Indian descent belonging to an Indian community served by the local facilities and program. Services will also be made available, as medically indicted, to a non-Indian woman pregnant with an eligible Indian's child but only during the period of her pregnancy through postpartum (generally about 6 weeks after delivery.)

2.20 Inter-facility: Between two health facilities.

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

2.22 Ordering Activity Contracting Officer: An employee of IHS authorized and warranted to issue task orders and to make subsequent task order modification(s) under this contract. The Ordering Activity CO has the authority to make initial determinations on all matters of dispute regarding task orders.

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

2.24 Purchased/Referred Care (PRC): Health Services provided at the expense of the Indian Health Service (IHS) provided by public or private medical or hospital facilities other than those of the service.

2.25 Quality Assurance Surveillance Plan (QASP): An organized written document

prepared and used by the Government for Quality Assurance surveillance of the contractor's performance.

2.26 RN: means the same as a Registered Nurse.

2.27 Root Cause: A situation where performance does not meet expectations. Cause suggests responsibility or a factor to blame for a problem.

2.28 Sentinel Event: An event/incident that is unique and not planned for. JCAHO definition: unexpected occurrence resulting in death or serious physical injury or the risk there of.

2.29 Service Unit: A facility that houses Service Unit administrative staff and is responsible for the administration, coordination, and implementation of the Indian Health program/s in a designated geographic portion of the Area.

2.30 Task Order: An order issued in accordance with the terms of the contract and ordering activity's specific requirements. An ordering activities written order to obtain services, at a minimum will include the following where applicable: description of services, skill categories, hours, price, period of performance, contract number, and the ordering activities task or delivery order number.

2.31 Verifiable Emergency: An unexpected/unplanned episode requiring valid documentation to confirm the occurrence.

3.0 GOVERNMENT FURNISHED INFORMATION, PROPERTY AND SERVICES:

3.1 Information: Government unique information related to this requirement, which is necessary for Contractor performance, will be made available to the Contractor. The Contracting Officer or designee will be the point of contact for identification of any required information to be supplied by the Government. The contract physicians must complete orientation (typically 8 hours) prior to working in the Emergency Department.

3.2 Joint Use by the Government and the Contractor: The Government will provide, for joint use by the Government and the Contractor, all necessary equipment, supplies, and clinic space to perform the services under this contract.

3.3 Contractor Exclusive Use:

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

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

4.0 CONTRACTOR FURNISHED INFORMATION, PROPERTY AND SERVICES:

4.1 Electronic Prescribing of Controlled Substances Token

Arizona will require electronic prescription of controlled substances starting Jan 1st 2020. To comply with that mandate, KSU has initiated Electronic Prescribing of Controlled Substances (EPCS). EPCS requires providers to use a digital signing token as a component of the "two-factor" identification.

Effective January 1st 2021, KSU will require that all contracting providers possess a digital signing token for EPCS use. This will now be considered a requirement for employment; KSU will no longer purchase them for contractors.

KSU recommends IdenTrust as a source for the digital signing token. The cost is approximately $175; however the good news is that the token will be valid for two years and also it can be used at other IHS facilities who use the same EHR/RPMS system (i.e. you do NOT need to purchase additional tokens if you contract at other IHS facilities).

Information and instructions for obtaining a digital signing token from IdenTrust will be provided to each provider prior to their orientation by the Pharmacy. To simplify this process, once the contractor has their security profile verified and receives their token from IdenTrust, KSU can complete the token initialization process when the contractor arrives on site.

5.0 PEFORMANCE-BASED REQUIREMENTS:

The Contractor shall provide Emergency Physician Services for the Emergency Department at the Kayenta Health Center. The following are the elements of service called for under this contract. This PBSOW describes the desired service outcome; in their proposal, the Contractor shall specify how each outcome is to be achieved, including relevant logistics, and contingency plans to achieve each element in case of unforeseen circumstances. The Contractor's performance will be evaluated in accordance with the standards set forth in the Performance-based Matrix of paragraph 8.0.

5.1 The Contractor performed Emergency Physician Services

5.1.1 Kayenta Health Center needs Emergency Department operates 24 hours a days with 48 hours of physician services each day. That is a total need of 21,900 total hours a year, which is a combination of IHS or PHS employee and contract physician's hours. The contract hours needed will could increase or decrease if there is a change in the number of permanent KHC ED physicians or an unexpected need for more urgent care hours. The hours for each shift may change according to the needs of the ED/UC and patient population.

5.1.2 In addition to at least one physician on duty in the KHC-ED, there must always be a second physician available for back-up at all times, on all days. During double coverage hours, the second physician on duty in the ED may serve as the backup physician, but during single coverage hours, there must always be at least one other Contract physician immediately available to come in to provide backup. This is normally covered by the Evening shift provider but can be covered by another if arranged ahead of time with the Department Supervisor.

5.1.3 While emergency medicine residency training is not required of all providers (see Qualification Requirements), it is recommended that at least one of the physicians working during each 24-hour period must be emergency medicine residency-trained. .The ED physicians must provide back up for each other in the event of major emergencies, such as multi-victim trauma, overwhelming patient volume, and obstetrical emergencies, where additional help assures better patient care and throughput. This occurs most frequently with women in labor who are deemed safe to transport to a higher level of care but who may require medical support in the event of a precipitous delivery. Callback is expected in these situations because the ER cannot be left without physician coverage.

5.1.4 The contractor's plan should include a strategy for sufficient physician coverage to meet patient needs (including seasonal volume changes), be available at all times for callbacks, provide support in the event of major emergencies, and to cover unanticipated gaps in ER physician coverage (that is, those caused by flight delays and so forth). To meet these needs, there must never be a time when there is only one Contract physician in Kayenta. In addition to at least one physician on duty in the KHC-ED, there must always be at least a second physician available for back-up at all times, on all days. During double coverage hours, the second physician on dutyin the ED may serve as the backup physician, but during single coverage hours, there must always be at least one other Contract physician immediately available to come in to provide backup. Exceptions are only acceptable if alternative arrangements are previously made with and approved by the KHC-ED Medical Director or KHC Clinical Director.

5.1.5 New-provider orientation and training may be scheduled for 1-5 days. A portion of the orientation will be on-line learning to be completed before the arrival of the physician.

5.1.6 Kayenta is open to considering a variety of staffing models, but no physician should be scheduled for more than a 12-hour shift or back-to-back shifts without time for rest and recovery.

5.1.7 The contractor shall communicate with the medical control for the Navajo Nation Emergency Medical Service and with the Ground Transport

contractor stationed in Kayenta, AZ, and in accordance with KHC policies and procedures as needed.

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5.2 Work Schedule:

ED shifts currently run from 7 AM to 7 PM (day shift), 7 PM to 7 AM (night shift), 9 AM to 9 PM (Morning) and 2 PM to 2 AM. (Evening). There is frequently an additional 11 AM to 11 PM (swing shift) to provide extra coverage for the busiest hours. All services shall be provided on an as needed basis as scheduled by the ED Department supervisor or appointee.

6.0 Qualification Requirements: The Contactor shall meet the following requirements throughout the term of the contract.

6.1 Experience. The Contractor shall provide physicians to perform the necessary medical care for patients in a variety of emergency department situations such that at least one physician is on duty at the KHC-ED at all hours of all shifts. The Contractor physicians shall provide immediate medical evaluation, examination, diagnosis, treatment, and/or referral of patients who present for care in the KHC emergency services area. The Contractor physician shall provide professional advice to personnel in emergency situations with regard to professional management of patients being treated and/or hospitalized. Contractor physician care shall cover the range of emergency department care typically provided in a rural civilian practice of similar size. The following list is an example of the types of cases, but is not all-inclusive:

A. Major trauma, including fractures of multiple extremities, stab wounds, open wounds of the chest and abdomen, head trauma, suspected spine injuries, lacerations, amputations;
B. Major medical emergencies such as cardiac arrest, myocardial infarction, respiratory failure, shock, diabetic ketoacidosis;
C. Obstetrical emergencies such as deliveries of single or multiple births, acute pregnancy complications, vaginal bleeding;
D. Pediatric emergencies
E. Acute psychiatric problems, including suicide attempts
F. Lower-acuity complaints including viral illnesses, other infections, minor orthopedic problems, minor trauma, alcohol abuse;
G. The contracted physician shall be responsible providing Emergency Department coverage for the inpatient service once established until the inpatient physician becomes available.
H. External cardiac pacing, endotracheal intubation with the use of appropriate anesthesia, procedure sedation, thoracentesis, tube and/or needle thoracotomy, cricothyrotomy, vaginal delivery, peritoneal lavage, laceration repair, reduction and stabilization of fractures and dislocations, arthrocentesis, paracentesis, lumbar puncture, intraosseous cannulation, use of ultrasound for the FAST exam, limited interpretation of radiographs, ultrasounds, and CT studies, electrocardiograms and administration of thrombolytics.

6.2 **Quality of care by physicians:** Contractor physicians shall practice in adherence to typical standards and guidelines as defined by, but not limited to, KSU Governing Board bylaws, KHC Medical Staff bylaws, rules, policies and procedures, KHC ED policies and procedures, Indian Health Service, Centers for Medicare and Medicaid Services (CMS), the Joint Commission (TJC), applicable state licensure boards, and applicable federal authorities (e.g., IHS, DEA, etc.)

6.3 **Documentation of care by physicians:** Contract physicians shall generate and maintain proper medical record information on beneficiaries to whom treatment is provided in accordance with Indian Health Service (IHS), TJC, and CMS regulations. The Contractor physician shall prepare all medical record documentation to meet or exceed the established standards of the IHS facility to include, but not limited to: timeliness, legibility, accuracy, content, and signature. Contractor physicians shall complete all third party reimbursement forms. All medical record information and documentation generated in the performance of this contract must be completed at the time of departure and will remain the property of and subject to the exclusive control of the IHS. The contractor physician is responsible for following up all ordered laboratory and x-ray tests. Contract physicians are expected to use the Electronic Health Records for entry of their documentation where applicable. The Health Information Department shall be notified in advance of the contractor providers last workday. Failure to properly complete medical record documentation before leaving may result in a delay or failure of the processing of all invoices from the contractor. The contractor shall establish a reporting system that includes significant findings, major problems encountered, and plans for their resolution.

6.4 **Physician qualifications, credentials, and competencies:** Contract physicians shall meet the following requirements throughout the term of the contract:

6.4.1 **Experience:** The Contractor shall ensure that all Contract physicians are trained and licensed to perform Emergency Physician Services.

6.4.2 **Licensure:** The Contractor shall ensure that all Contract physicians hold a valid, active, and unrestricted physician license in at least one state.

6.4.3 **Certifications**: The Contractor's physician performing services under this contract shall be certified in ATLS, ACLS, PALS, BLS. NRP and ALSO strongly recommended for Family Practice Trained providers and required for all others.

6.4.4 **Physician qualifications:** The contractor's personnel performing services under this contract shall be qualified by at least one of the following routes (Note: Only accept residency training from a program

certified by the ACGME or AOA and board certification through specialty boards approved by the American Board of Medical Specialties or AOA):

A. Satisfactory completion of an Emergency Medicine with either current ABEM or ACOEM emergency medicine board certification or planned certification within 18 months of completing residency or fellowship training.

B. Satisfactory completion of an approved Family Practice residency and ABFP board certification family medicine and 2000 hours, one-year full time or equivalent of independent practice providing care as an emergency department physician.

C. Providers with satisfactory completion of an approved residency and board certification in another specialty and 7500 hours, three and half years of full time or equivalent of independent practice providing care as an emergency department physician; or no board certification may be considered if they have 10,000 hours or five years of full time experience as Emergency Physicians with commensurate volume and acuity. This is subject to COR or designee review and limited to situations in which no more highly qualified individuals are available. If the provider demonstrates a high degree of competency in the Kayenta Health Center Emergency Department the COR may, upon the recommendation of the Emergency Department Medical Director and Medical Staff, determine that this provider may be considered on a continuous part time basis.

D. Providers who are already credentialed at the Kayenta Service Unit and approved by the COR or designee.

E. Providers with lapsed board certification in one of the above categories may be considered, subject to COR or designee review, if they are currently eligible for board certification according to the standards defined by the relevant boards for their specialty.

6.4.5 **Core privileges:** Core privileges include those necessary for initial evaluation and management, to include identification, stabilization and treatment of acute illness and injury of patients of any age. This includes life- threatening illness or injury.

6.4.6 **Competencies:** The Contractor's personnel performing services under this contract shall be proficient in essential emergency medicine skills demonstrable by one of the following:

A. Completion of an emergency medicine residency within the last 4 years.

B. Presentation of a log documenting skill performance during the last 2 years.
C. Copies of skill competency documentation from other facilities within the last 2 years.
D. Signed attestation summarizing skill performance during the last 2 years.
E. Presentation of CME documentation from courses providing hands-on training and evaluation of skill performance within the last year.
F. A combination of the above.
G. In order to establish and maintain core competencies, contract physicians will be required to spend 1-2 hours per month in on-line or hands-on-training arranged with the ED Medical Director.

6.5 **CME**: Documentation of continuing medical education (CME) is not required if within one year after graduating from an Emergency Medicine or Family Practice residency. Otherwise, a report documenting an average of 30 hours of CME per year in Emergency Medicine for the past three years is required.

6.6 **Contractor documentation requirements:** For each Contract physician, Contractor shall provide initial evidence of each of the above required qualifications, credentials, and competencies. In addition, Contractor shall provide, to the COR or designee, a roster that provides Contract physician names, certification number and certification expiration date. The Contractor shall furnish, to the COR or designee, copies of renewals of any licenses and certifications for all employees providing services under this contract.

6.6.1 The Contractor shall be required to maintain records that document the competence and performance level of Contractor employees working on this contract, consistent with current TJC, CMS, and other regulatory and/or accrediting body requirements. The Contractor shall provide a current copy of the competence and performance assessments to the Service Unit Clinical Director for each Contractor physician completing assignment in the Kayenta Emergency Department.

6.6.2 Documentation for credentialing of new physicians:
Except when unavoidable due to urgent unanticipated needs, the Contractor will provide the information required for credentialing of any new contract physician four weeks prior to their scheduled start date. Contractors must complete on-line mandatory trainings prior to arrival.

6.7 **Response to Reports:** The Contractor shall cooperate with the KSU Clinical Director and the KSU Emergency Department Medical Director in resolving issues with contract physician deficiencies with respect to:

A. Clinical and Records management Error Reports
B. Morbidity/Mortality Review Reports
C. Ongoing and Focused Peer Reviews
D. Provider certifications expiration dates.
E. Performance Improvement Reviews.

6.8 **Conduct:** Contractor physicians shall interact in a professional manner with patients, colleagues and co-workers.

6.9 **New Employee Orientation**: Contract physician/providers must attend one day of new employee orientation and complete requested on-line trainings. The Contractor shall complete the Information Systems Security Awareness (ISSA) training within 24 hours of start date.

6.10 **Background Checks:** The Contractor shall comply with Agency Personal Identity Verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201; this includes fingerprinting guidelines. As directed by the Contracting Officer, the Contractor shall provide all requested information necessary to perform Level I and Level II background checks. The Contractor shall comply with the requirement to obtain security investigations. The Contractor shall work with the IHS to ensure that the pre-employment screening process includes the appropriate investigation questionnaires and forms to be completed. All completed forms will be reviewed by the Contractor and forwarded to the Government Personnel. The Contractor will be immediately removed from the position if at any time the investigation receives unfavorable adjudication, or, if other unfavorable information that would affect the investigation becomes known. If FSS Contract was initiated before 10/29/2010, then fingerprint clearance can be submitted when provider first arrives on-site. If FSS Contract was initiated after 10/29/2010, then fingerprint clearance must be approved before tour of duty begins, UNLESS your FSS contract contains a Background Investigations clause, then fingerprint clearance can be submitted when provider first arrives on-site.
The Contractor shall turn in all Human Resource application forms to Clinical Department at least 5 days prior to beginning tour of duty. Clinical Department will forward forms to the local Human Resource Department. Have two (2) forms of Identification.

6.11 **Immunizations:** The contractor shall provide proof of employee immunizations for:

- Immunity to Rubella, Mumps, Measles, Varicella
- Immunity to Hepatitis B or a signed declination statement
- Tetanus Diphtheria (Td) within the last 5 years and Tdap in the past
- Documentation of receiving a TB Mantoux skin test (PPD) within the past 12 months with documentation of follow-up for a positive test.

7.0 Indemnification and Insurance

7.1 **FAR 52.237-7 Indemnification and Medical Liability Insurance (Jan 1997)**

(a) It is expressly agreed and understood that this is a non-personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: * _$1,000,000.00_____.

(b) An apparently successful offer, or upon request, the Contracting Officer, shall be furnished, prior to contract award, evidence of the Contractor's insurability concerning the medical liability insurance required by paragraph (a) of this clause prior to the commencement of services under this contract.

(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. If 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.

(d)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.
(e)The Contractor shall insert the substance of this clause, including this paragraph, 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.

7.2 Contractor staff Indemnification/Insurance: If the acuity of the patient requires the contractor's staff to assist and work with IHS staff at the patient's bedside, the contractor shall provide liability insurance coverage for their staff while working in the IHS facility, and shall indemnify the NAIHS facility and staff from all claims resulting from the performance of contractor's employees

8.0 Challenges to Conflicts: For any inconsistency between supervisor directions, this Performance Work Statement, attachments and exhibits, the following order of precedence will apply:

(a) First Priority: Supervisor's directions
(b) Second Priority: Position Description (attached)
(c) Third Priority: Performance Work Statement Exhibits
(d) Fourth Priority: Performance Work Statement Narrative

9.0 52.249-12 Termination (Personal Services) (Apr 1984): The Government may terminate this contract at any time upon at least 15 days' written notice by the Contracting Officer to the Contractor. The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least 15 days' written notice to the Contracting Officer.

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

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

10.1 Attachments

Position Description (Service Unit specific)

10.2 Written Competency Assessments

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

11.0 PERFORMANCE-BASED MATRIX

PERFORMANCE OBJECTIVES	INDICATOR	PERFORMANCE STANDARD	SURVEILLANCE PLAN	CONTRACTOR INCENTIVE
The Contractor shall provide quality Emergency Department Physician services for the Emergency Department at the Kayenta Health Center on an "as needed" basis. This will include full spectrum of emergency and urgent care. The physicians shall also be responsible for transfers (as medically indicated) and provision of emergency care to inpatients as needed.	1. Adequate staffing and on-call support to meet performance requirements 2. Quality of care Contractor physician shall provide immediate medical evaluation, treatment, and/or referral of patients who present for care at KHC Emergency Services area. The emergency medical care provided shall cover the range of emergency care typically provided in a rural civilian practice of similar size and remoteness. 3. Documentation of care with the contractor physicians using the electronic health record (EHR) for medical records documentation. 4. Physician qualifications, credentials, competencies 5. Error reports:	1. No coverage gaps 2, 3. Adherence to standards and guidelines noted in PBSOW. 4. 100% of physicians meet requirements. 5. Documentation provided by contractor before start of duty for 100% of physicians 6. Reports are complete and timely with 100% of reports completed by deadlines. 7. Less than 3 conduct complaints by patients or staff per month total among all physicians	1. Surveillance systems will include: • Periodic chart reviews • Review of morbidity and mortality reports • Review of error reports • Substantiated complaints • Random samples 2. Review of all concerns raised by staff, patients, or receiving facilities • Ongoing PI reviews. 3. Reports of medical record coders and radiology. 4. Medical Staff Office, Human Resources, and IT reporting. 5. ED Medical Director, COR, and Clinical Director reports. 6. No more than 3 failures per quarter to comply with documentation standards:	1. Payment of hourly rate; Successful evaluation using the CPARS; avoidance of cure notice; and avoidance of fee reimbursing the Government for services required due to deficiency.

	• Quarterly reports of provider • Certification/ expiration dates for ATLS, ACLS, PALS, BLS; NRP and ALSO as recommended • Medical records documentation 6. Professional conduct of providers		• Signing off on lab, x-ray or imaging reports. • Correcting charting errors • Chart completions • Three (3) valid complaints by patients or by staff of deficiencies regarding patient care, contractor behavior and/or professional demeanor during a 6-month period. • No more than one failure per quarter to respond to professional improvement/quality assurance and periodic review reports.	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE	OF
IHS1511496	1	38

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
	04/09/2025	75H71025P00570	75H71025Q00010	10/07/2024

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	ADRIAN SEGAY	505-339-9474	MT

9. ISSUED BY — CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:

☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)

NAICS: 621320

SIZE STANDARD: $9

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
☒ SEE SCHEDULE	HHS NET 30P	☐		☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO — CODE

Kayenta Health Center
Highway 160, Mile Post 394.3
Kayenta AZ 86033-9997

16. ADMINISTERED BY — CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

17a. CONTRACTOR/ OFFEROR — CODE 1654968 — FACILITY CODE

NATIVEARC II LLC 1654968
708 SW DESCHUTES AVE STE 5
REDMOND OR 97756

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY — CODE IHSNAVAJO

IHSNAVAJO
P.O. BOX 9020
WINDOW ROCK AZ 86515

☐ 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☒ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	UEI: HG5EMKH629J3 *This is an ISBEE Award* This contract is subject to the electronic payment process by the Department of Treasury. All invoices complying to the requirements at 52.212 4(g) must be submitted through www.ipp.gov. For additional information, refer to the incorporated clause at 352.232 71 Electronic Submission of Payment Requests (FEB 2022). *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
2025.J54048K.25223

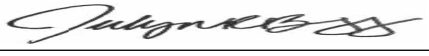
26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
$731,640.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
	

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		JERLYN R. BEGAY	04/09/2025

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	2025 AAP Tracking No.: 2025-AAP-KSU-SV-0027 Appr. Yr.: 2025 CAN: J54048K Object Class: 25223 Period of Performance: 07/01/2025 to 12/31/2025				
1	Base Period: Contractor shall provide Emergency Department Physician Services in the delivery of patient care at Kayenta Health Center, Kayenta, Arizona 86003. Regular Rate Hours: (b) (4) Bill Rate: (b) (4) (The bill rate is an all inclusive rate including all applicable taxes with no special pay for holidays or additional hours.) This is a labor-hour CLIN with not-to-exceed value of $731,640.00 that the Contractor exceeds at its own risk.				731,640.00
2	Option Period 1: Contractor shall provide Emergency Department Physician Services in the delivery of patient Continued ...				0.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	care at Kayenta Health Center, Kayenta, Arizona 86003. Regular Rate Hours: (b) (4) Bill Rate: (b) (4) (The bill rate is an all inclusive rate including all applicable taxes with no special pay for holidays or additional hours.) This is a labor-hour CLIN with not-to-exceed value of $731,640.00 that the Contractor exceeds at its own risk. Amount: $731,640.00(Option Line Item) 01/01/2026 Period of Performance: 01/01/2026 to 06/30/2026 ********** Buyer: Name: Adrian Segay, Contract Specialist Phone: (505) 339-9474 Email: adrian.segay@ihs.gov CO: is the only individual to authorize modifications to the purchase order and/or terms and conditions. Per FAR Subpart 1.602-2 (d), the CO determines that this order does require a Contracting Officer Representative (COR). Contracting Officer Representative (COR): Name: Lucy Todacheene, COR Level I Phone: (928) 697-5036 Email Address: Lucy.Todacheene@ihs.gov The COR is primarily responsible for monitoring the technical progress including surveillance and assessment of performance for this purchase order including verifying and approving timecards. Required Signatures on Invoice(s): COR will certify/sign the Invoice. The total amount of award: $1,463,280.00. The Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	obligation for this award is shown in box 26.				

SECTION B – CONTINUATION OF SF-1449

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SECTION C – CONTRACT CLAUSES

52.252-2	CLAUSES INCORPORATED BY REFERENCE	FEB 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Home | Acquisition.GOV

HHSAR | Acquisition.GOV

(End of clause)

52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES Alternate I (NOV 2021)	NOV 2023

52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	JAN 2025 (DEVIATION FEB 2025)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509)).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

X (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (6) [Reserved].

X (7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

X (9) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

__ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115–390, title II).

__ (11) (i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

__ (ii) Alternate I (DEC 2023) of 52.204-30.

X (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025) (31 U.S.C. 6101 note).

X (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

__ (14) [Reserved].

__ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

__ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (17) [Reserved]

__ (18) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

__ (ii) Alternate I (MAR 2020) of 52.219-6.

__ (19) (i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

__ (ii) Alternate I (MAR 2020) of 52.219-7.

X (20) 52.219-8, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C. 637(d)(2) and (3)).

X (21) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2025) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (NOV 2016) of 52.219-9.

__ (iii) Alternate II (NOV 2016) of 52.219-9.

__ (iv) Alternate III (JUN 2020) of 52.219-9.

__ (v) Alternate IV (JAN 2025) of 52.219-9.

__ (22) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

__ (ii) Alternate I (MAR 2020) of 52.219-13.

__ (23) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 637s).

X (24) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

__ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).

X (26) (i) 52.219-28, Postaward Small Business Program Rerepresentation (JAN 2025) (15 U.S.C. 632(a)(2)).

__ (ii) Alternate I (MAR 2020) of 52.219-28.

__ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

__ (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

__ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

__(30) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).

X (31) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).

__ (32) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2025)(E.O. 13126).

__ (33) [Reserved].

__ (34) [Reserved].

X (35) (i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

__ (ii) Alternate I (JUL 2014) of 52.222-35.

X (36) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

__ (ii) Alternate I (JUL 2014) of 52.222-36.

X (37) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

X (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (39) (i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (40) 52.222-54, Employment Eligibility Verification (JAN 2025) (Executive Order 12989).

__ (41) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (42 U.S.C. 7671, *et seq*.).

__ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) (42 U.S.C. 7671, *et seq*.).

__ (44) 52.223-20, Aerosols (MAY 2024) (42 U.S.C. 7671, *et seq*.).

__ (45) 52.223-21, Foams (MAY 2024) (42 U.S.C. 7671, *et seq*.).

X (46) 52.223-23, Sustainable Products and Services (MAY 2024) [DEVIATION FEB 2025] (7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

X (47) (i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).

__ (ii) Alternate I (JAN 2017) of 52.224-3.

__ (48) (i) 52.225-1, Buy American-Supplies (OCT 2022) (41 U.S.C. chapter 83).

__ (ii) Alternate I (OCT 2022) of 52.225-1.

__ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I [Reserved].

__ (iii) Alternate II (JAN 2025) of 52.225-3.

__ (iv) Alternate III (FEB 2024) of 52.225-3.

__ (v) Alternate IV (Oct 2022) of 52.225-3.

__ (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

X (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) (E.O. 13513).

__ (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

__ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

__ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).

__ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

X (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

X (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901).

__ (64) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

__ (65) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

__ (ii) Alternate I (APR 2003) of 52.247-64.

__ (iii) Alternate II (NOV 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

__ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter67).

__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

FOR INFORMATION ONLY		
Grade	Hourly Rate	Fringes

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).

__ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

__ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

__ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

__ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii) (A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

(B) Alternate I (DEC 2023) of 52.204–30.

(viii) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) [Reserved].

(x) [Reserved].

(xi) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xvi) (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (JAN 2025) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xix) 52.222-54, Employment Eligibility Verification (JAN 2025) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xxii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

The following Federal Acquisition Regulation clauses also apply:

52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER CONTENT PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDING, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	JUL 1995

52.217-8	**OPTION TO EXTEND SERVICES**	**NOV 1999**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within *before the contract expires.*

(End of clause)

52.217-9	**OPTION TO EXTEND THE TERM OF THE CONTRACT**	**MAR 2000**

(a)The Government may extend the term of this contract by written notice to the Contractor within *before the contract expires*; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least *10* days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b)If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c)The total duration of this contract, including the exercise of any options under this clause, shall not exceed *12 months.*

(End of clause)

52.237-7	INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE	JAN 1997

(a)It is expressly agreed and understood that this is a non-personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: $1,000,000.00 per occurrence and $3,000,000.00 aggregate.

(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.

(End of clause)

The following Department of Health and Human Services Acquisition Regulation clauses also apply:

352.203-70	ANTI-LOBBYING	DEC 2015
352.208-70	PRINTING AND DUPLICATION	DEC 2015
352.219-70	MENTOR-PROTÉGÉ PROGRAM	DEC 2015
352.223-70	SAFETY AND HEALTH	DEC 2015
352.224-70	PRIVACY ACT	DEC 2015
352.224-71	CONFIDENTIAL INFORMATION	DEC 2015
352.226-1	INDIAN PREFERENCE	DEC 2015
352.226-2	INDIAN PREFERENCE PROGRAM	DEC 2015
352.231-70	SALARY RATE LIMITATION	DEC 2015

352.237-70	PRO-CHILDREN ACT	DEC 2015
352.237-71	CRIME CONTROL ACT – REPORTING OF CHILD ABUSE	DEC 2015
352.237-72	CRIME CONTROL ACT – REQUIREMENTS FOR BACKGROUND CHECKS	DEC 2015
352.237-73	INDIAN CHILD PROTECTION AND FAMILY VIOLENCE ACT	DEC 2015
352.237-74	NON-DISCRIMINATION IN SERVICE DELIVERY	DEC 2015

352.226-4	**NOTICE OF INDIAN SMALL BUSINESS ECONOMIC ENTERPRISE SET-ASIDE**	**MAR 2022**

Under the Buy Indian Act, 25 U.S.C. 47, offers are solicited only from Indian Economic Enterprises (HHSAR 326.606) that are also small business concerns. Any acquisition resulting from this solicitation will be from such a concern. As required by HHSAR § 352.226-7(b), offerors shall include a completed Indian Economic Enterprise Representation form in response to Sources Sought Notices, Request for Information (RFI) and as part of the proposal submission. The Indian Economic Enterprise Representation form, available on the IHS DAP public website (www.IHS.gov/DAP), shall be included in synopses, presolicitation notices, and solicitations for the acquisitions under the Buy Indian Act. Offers received from enterprises that are not both Indian Economic Enterprises and small business concerns will not be considered and will be rejected.

(End of clause)

352.226-6	**INDIAN ECONOMIC ENTERPRISE SUBCONTRACTING LIMITATIONS**	**MAR 2022**

(a) Definitions as used in this clause.

(1) Indian Economic Enterprise means any business activity owned by one or more Indians or Indian Tribes that is established for the purpose of profit provided that: The combined Indian or Indian Tribe ownership must constitute not less than 51 percent of the enterprise; the Indians or Indian Tribes must, together, receive at least a majority of the earnings from the contract; and the management and daily business operations of an enterprise must be controlled by one or more individuals who are Indians. To ensure actual control over the enterprise, the individuals must possess requisite management or technical capabilities directly related to the primary industry in which the enterprise conducts business. The enterprise must meet these requirements throughout the following time periods:

(i) At the time an offer is made in response to a written solicitation;

(ii) At the time of the contract award; and

(iii) During the full term of the contract.

(2) Subcontract means any contract, as defined in FAR subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(3) Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) Required Percentages of work by the concern. The contractor must comply with FAR 52.219-14, Limitations on Subcontracting clause in allocating what percentage of work to subcontract. The contractor shall not subcontract work exceeding the subcontract limitations in FAR 52.219-14 to a concern other than a responsible Indian Economic Enterprise.

(c) Any work that an IEE subcontractor does not perform with its own employee shall be considered subcontracted work for the purpose of calculating percentages of subcontract work in accordance with FAR 52.219-14 Limitations on Subcontracting.

(d) Cooperation. The contractor must:

(1) Carry out the requirements of this clause to the fullest extent; and

(2) Cooperate in any study or survey that the CO, Indian Health Service or its agents may conduct to verify the contractor's compliance with this clause.

(e) Incorporation in Subcontracts. The contractor must incorporate the substance of this clause, including this paragraph (e), in all subcontracts for general services, A&E services and construction awarded under this contract.

(End of clause)

352.232-71	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	FEB 2022

(a) *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 requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.

(b) 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 www.ipp.gov or any successor site.

(c) 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.

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

(End of Clause)

352.237-75	KEY PERSONNEL	DEC 2015

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or

separates from the contractor voluntarily with less than thirty days' notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

Name: TBD
Available Service Dates:
Agreed-upon Absence Date(s):

(End of clause)

The following local Indian Health Service, Gallup Service Unit special instructions also apply:

NAIHS-ACQ-01	NON-PERSONAL SERVICES	DEC 2020

The Government shall neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of a personal services nature, or give the perception of personal services. If the Contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the Contracting Officer (CO) immediately.

(End of clause)

NAIHS-ACQ-02	NON-PERSONAL HEALTH CARE SERVICES	DEC 2020

In accordance with FAR 37.401, this is a non-personal health care services contract, as defined in FAR 37.101, under which the contractor is an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over the medical, professional aspects of services rendered. The Contractor indemnifies the Government for any liability producing act or omission by the Contractor, its employees and agents occurring during contract performance. The Contractor must maintain medical liability insurance in the coverage amounts identified in the clause at 52.237-7 Indemnification and Medical Liability Insurance, which must flow down to any of the Contractor's subcontracts for provisions of health care services.

(End of clause)

NAIHS-ACQ-06	IMPLEMENTATION OF INDIAN HEALTH MANUAL PART 3, CHAPTER 20, PROTECTING CHILDREN FROM SEXUAL ABUSE BY HEALTH CARE PROVIDERS	JUL 2021

Indian Health Manual Part 3, Chapter 20 establishes policy for Protecting Children from Sexual Abuse by Health Care Providers. All Indian Health Service contractors must complete a government-provided, training module associated with this policy as an integral part of the onboarding process, but no more than 30 days from the date of

onboarding. Failure to complete the mandatory training may be cause for adverse action from a minimum of temporary suspension, to a maximum of termination, from appointment.

The Contractor is required to flow down this clause in any subcontract for commercial or non-commercial item. The extent of the flow down shall be as required by the clause.

(End of Clause)

NAIHS-ACQ-08	CONTRACTING OFFICER'S REPRESENTATIVE	AUG 2022

(a) *Definition.* "Contracting Officer's Representative (COR)" means an individual designated in by the Contracting Officer as authorized personnel responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.

(b) Per FAR Subpart 1.602-2(d): The Contracting Officer (CO) determines that this contract requires a Contracting Officer Representative (COR).The Contracting Officer Representative (COR) is:

Lucy Todacheene, COR Level I

(c) Upon award, the COR will receive a copy of the written designation, specifying the extent of the COR's authority on behalf of the CO.

(d) *Limitations.* The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract. Any contractor request for changes shall be referred to the CO directly or through the COR. No such changes shall be made without the express written prior authorization of the CO.

(End of Clause)

NAIHS-ACQ-09	UNAUTHORIZED COMMITMENTS	SEP 2023

(a) Definitions.

Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determination and findings.

Ratification means the act of approving an unauthorized commitment by an official who has the authority to do so.

Unauthorized Commitment (UAC) means an agreement that is not binding solely because the Government representative who made it lacked the authority to enter into that agreement on behalf of the Government.

(b) Policy.

The Government is not bound by agreements with, or contractual commitments made to, prospective contractors by individuals who do not have delegated contracting authority. Unauthorized commitments do not follow the appropriate process for the expenditure of Government funds. Consequently, the Government may not be able to ratify certain actions, putting a contractor at risk for taking direction from a Federal official other than the contracting officer (see FAR 1.602-1) Government employees responsible for unauthorized commitments are subject to disciplinary action. Contractors perform at their own risk when accepting direction from unauthorized officials. Failure to follow statutory and regulatory processes for the expenditure of Government funds is a very serious matter.

(c) Procedure.

Any agreement, modification, or change to a contractual agreement made by a government personnel who lack authority will be deemed an unauthorized commitment. The Government is not liable to the Contractor or under the terms of the contract, financially or otherwise – unless the unauthorized commitment successfully passes the ratification process.

The ratification process does not have any lead time, nor does the Government make any promise that an unauthorized commitment will be ratified and, therefore, the Contractor would be paid. The Contractor proceeds at its own risk if any of the terms of the contract are altered, changed, or modified without the written concurrence by a Contracting Officer.

(End of Clause)

NAIHS-ACQ-10	CONTRACTOR PERFORMANCE ASSESSMENT	SEP 2023

(a) **Policy.** Past performance evaluations shall be prepared at least annually and at the time the work under a contract or order is completed. Past performance evaluations are required for contracts and orders as specified in paragraphs (b) of this section, including contracts and orders performed outside the United States. These evaluations are generally for the entity, division, or unit that performed the contract or order. Past performance information shall be entered into CPARS, the Government-wide evaluation reporting tool for all past performance reports on contracts and orders. Instructions for submitting evaluations into CPARS are available at http://www.cpars.gov/.

(b) **Applicability.** The contracting office will evaluate and document contractor performance for the following types of actions:

(1) Contracts and orders for supplies or services that exceed the simplified acquisition threshold;
(2) Construction contracts that exceed $750,000;
(3) Architect-engineer services contracts of $35,000 or more;
(4) Any contract action in (b)(1), (b)(2), or (b)(3) less than the aforementioned thresholds but a modification increases their value to exceed the thresholds; and
(5) Any termination for default for construction or architect-engineer services regardless of value.

(c) **Procedures.**
(1) The contracting office shall –
   a. Assign responsibility and management accountability for the completeness of past performance submissions.
   b. Generally provide for input to the evaluations from the technical office, contracting office, program management office, and where appropriate, quality assurance and end users of the product or service;
   c. Identify and assign past performance evaluation roles and responsibilities to those individuals responsible for preparing and reviewing interim evaluations, if prepared, and final evaluations (*e.g.*, contracting officers, contracting officer representatives, project managers, and program managers). Those individuals identified may obtain information for the evaluation of performance from the program office, administrative contracting office, audit office, end users of the product or service, and any other technical or business advisor, as appropriate; and
   d. Address management controls and appropriate management reviews of past performance evaluations, to include accountability for documenting past performance on CPARS.

(2) The evaluation should include a clear, non-technical description of the principal purpose of the contract or order. The evaluation should reflect how the contractor performed. The evaluation should include clear relevant information that accurately depicts the contractor's performance, and be based on objective facts supported by program and contract or order performance data. The evaluations should be tailored to the contract type, size, content, and complexity of the contractual requirements.

(3) Evaluation factors for each assessment shall include, at a minimum, the following:

(a) Technical (quality of product or service).
(b) Cost control (not applicable for firm-fixed-price or fixed-price with economic price adjustment arrangements).
(c) Schedule/timeliness.
(d) Management or business relations.
(e) Small business subcontracting, including reduced or untimely payments to small business subcontractors when FAR 19.702(a) requires a subcontracting plan.
(e) Other (as applicable) (e.g., trafficking violations, tax delinquency, failure to report in accordance with contract terms and conditions, defective cost or pricing data, terminations, suspension and debarments, and failure to comply with limitations on subcontracting).

(End of Clause)

SECTION D – DOCUMENTS, EXHIBITS, ATTACHMENTS, ETC.

Attachment A – Performance Work Statement

Kayenta Health Center
Emergency Department
Performance Based Statement of Work (PBSOW)
PHYSICIAN SERVICES

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Kayenta Health Center
Emergency Department
Performance Based Statement of Work (PBSOW)
PHYSICIAN SERVICES

1.0 GENERAL:

This performance work statement describes the requirements of a non-personal service contract for the provision of EMERGENCY PHYSICIAN SERVICES for the Indian Health Services (IHS), Navajo Area Indian Health Service (NAIHS), and Kayenta Health Center (KHC) Emergency Department and Inscription House Urgent Care Clinic. The contractor shall provide a physician to cover these services at a fixed hourly rate.

1.1 BACKGROUND:

The IHS is the agency within the Department of Health and Human Services responsible for providing federal healthcare services to American Indians and Alaska Natives. The IHS is the principal federal health care provider and health advocate for Indian people and its goal is to raise their health status to the highest possible level. The IHS provides a comprehensive health service delivery system for approximately 1.9 million American Indians and Alaska Natives who belong to 564 federally recognized tribes in 35 states. The goal is to insure comprehensive and quality Emergency Physician services are available to the community served by KHC.

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

The KHC Emergency Department (ED) is currently a free-standing ED, without a local hospital, at a site shared with clinics providing outpatient services. The ED is in operation 24 hours a day, 7 days a week, and 365 days per year. In July 2016, KHC moved into a new facility, and ED visits have increased steadily and reached slightly above CY2019 or about 1500 patients a month. An in-patient unit has opened and is pending final Joint Commission approval, and the ED will no longer be free-standing but a component of a short stay hospital.

The Inscription House Center is a satellite clinic of KSU and its Urgent Care Clinic provides a more limited level of care than the Emergency Department and is open 0800 to 1700 Monday through Friday. IHHC is located approximately 45 minutes by car from KHC.

1.2 SCOPE:

The Contractor shall provide Emergency medicine physician services in accordance with section 5.0, performance based requirements.

1.2.1 Duties and responsibilities will encompass outpatient Emergency Medicine and urgent care services to IHS patients. The contractor reports to the Emergency Department

Supervisor Physician. These services may in an emergency situation occasionally require accompanying patient in ground transportation assets owned by IHS or private entities.

1.2.2 Place of Performance: The Contractor shall provide Emergency Medicine or Urgent Care services as required at the Kayenta Service Unit or IHHC as scheduled by the Emergency Department Supervisor Physician.

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

1.3 APPLICABLE DOCUMENTATION:

1.3.1 Section 231 of Public Law 101-6&7, the Crime Control Act of 1990.

1.3.2 Section 4087 of Public Law 101-630, the Indian Child Protection and Family Violence Act.

1.3.3 Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI).

1.3.4 Privacy Act of 1974.

1.3.5 Service Unit and Health Center Policies, Procedures and Protocols.

1.3.6 Public Law 102-573, Indian Health Care Improvement Act, Section 222

1.3.7 42 Code of Federal Regulations (CFR) 136.11-136.21 Contract Health Care Services.

1.3.8 Public Law 93-638, Indian Self-Determination Act

2.0 DEFINITIONS:

2.1 Acceptance: An authorized representative of the Government has inspected and agreed that the work meets all requirements of this contract, to include documentation requirements

2.2 Advanced Life Support (ALS): Emergency medical care for sustaining life, including defibrillation, airway management, and drugs and medications.

2.3 Advanced Life Support for Obstetrics (ALSO): An advanced level of hospital care and procedures to effectively manage potential emergencies during the perinatal period.

2.4 Approval: The Government has reviewed submittals, deliverables, or administrative documents (e.g., insurance certificates, installation schedules, planned utility interruptions, etc.) and has determined the documents conform to contract or contract requirements. Government Approval shall not relieve the Contractor from responsibility for complying with contract requirements.

2.5 Active Labor: Contractions less than (<) 5 minutes apart and/ or greater than (>) 4 cm dilation.

2.6 Award Term Plan: Relative to Performance Based Contracting and rewarding the Contractor for satisfactory performance with option of contract term extension.

2.7 Basic Life Support (BLS): A specific level of pre-hospital medical care provided by trained and certified responders, including Emergency Medical Technicians (EMTs). BLS consists of a number of life-saving techniques e.g. the use of airway adjuncts such as respirators, emergency oxygen therapy; application of Cardiopulmonary resuscitation and other non-invasive emergency procedures.

2.8 CMS: Centers for Medicare & Medicaid Services.

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

2.10 Contracting Officer Representative (COR): A federal employee who assists the ordering/issuing activity-contracting officer in the administration of task orders issued under this contract. The PO is primarily responsible for the day-to-day program management of the ordering activity's task or delivery orders.

2.11 Contractor: The individual/company awarded this contract.

2.12 CPARS: Contractor Performance Assessment Reporting System. A web-enable system with electronic workflow that reports and rates Contractor performance.

2.13 EHR: Electronic Health Record

2.14 Eligible Beneficiaries: Services will be made available, as medically indicated to persons of Indian descent belonging to the Indian community served by the local facilities and program. Services will also be made available, as medically indicated, to a non- Indian woman pregnant with an eligible Indian's child but only during the period of her pregnancy through postpartum (generally about six weeks after delivery).

2.15 EMTALA: Emergency Medical Treatment and Labor Act

2.16 Emergency Medical Service (EMS): Those services that do qualify for basic life support or advance life support.

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

2.18 Health insurance portability and accountability act (HIPAA) - Acronym that stands for the Health Insurance Portability and Accountability Act, a US law designed to provide privacy standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals and other health care providers. Developed by the Department of Health and Human Services.

2.19 IHS PRC eligible beneficiaries – Services will be made available, as medically indicated to persons of Indian descent belonging to an Indian community served by the local facilities and program. Services will also be made available, as medically indicted, to a non-Indian woman pregnant with an eligible Indian's child but only during the period of her pregnancy through postpartum (generally about 6 weeks after delivery.)

2.20 Inter-facility: Between two health facilities.

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

2.22 Ordering Activity Contracting Officer: An employee of IHS authorized and warranted to issue task orders and to make subsequent task order modification(s) under this contract. The Ordering Activity CO has the authority to make initial determinations on all matters of dispute regarding task orders.

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

2.24 Purchased/Referred Care (PRC): Health Services provided at the expense of the Indian Health Service (IHS) provided by public or private medical or hospital facilities other than those of the service.

2.25 Quality Assurance Surveillance Plan (QASP): An organized written document prepared and used by the Government for Quality Assurance surveillance of the contractor's performance.

2.26 RN: means the same as a Registered Nurse.

2.27 Root Cause: A situation where performance does not meet expectations. Cause suggests responsibility or a factor to blame for a problem.

2.28 Sentinel Event: An event/incident that is unique and not planned for. JCAHO definition: unexpected occurrence resulting in death or serious physical injury or the risk there of.

2.29 Service Unit: A facility that houses Service Unit administrative staff and is responsible for the administration, coordination, and implementation of the Indian Health program/s in a designated geographic portion of the Area.

2.30 Task Order: An order issued in accordance with the terms of the contract and ordering activity's specific requirements. An ordering activities written order to obtain services, at a minimum will include the following where applicable: description of services, skill categories, hours, price, period of performance, contract number, and the ordering activities task or delivery order number.

2.31 Verifiable Emergency: An unexpected/unplanned episode requiring valid documentation to confirm the occurrence.

3.0 GOVERNMENT FURNISHED INFORMATION, PROPERTY AND SERVICES:

3.1 Information: Government unique information related to this requirement, which is necessary for Contractor performance, will be made available to the Contractor. The Contracting Officer or designee will be the point of contact for identification of any required information to be supplied by the Government. The contract physicians must complete orientation (typically 8 hours) prior to working in the Emergency Department.

3.2 Joint Use by the Government and the Contractor: The Government will provide, for joint use by the Government and the Contractor, all necessary equipment, supplies, and clinic space to perform the services under this contract.

3.3 Contractor Exclusive Use:

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

3.3.2 I.D. Badge: The Government will provide facility specific contractor identification badges for each contractor. A minimum fee of $20.00 will be charged for lost or destroyed badges.

4.0 PEFORMANCE-BASED REQUIREMENTS:

The Contractor shall provide Emergency Physician Services for the Emergency Department at the Kayenta Health Center. The following are the elements of service called for under this contract. This PBSOW describes the desired service outcome; in their proposal, the Contractor shall specify how each outcome is to be achieved, including relevant logistics, and contingency plans to achieve each element in case of unforeseen circumstances. The Contractor's performance will be evaluated in accordance with the standards set forth in the Performance-based Matrix of paragraph 8.0.

4.1 The Contractor performed Emergency Physician Services

4.1.1 Kayenta Health Center Emergency Department operates 24 hours a day with 60 hours of physician services each day. That is a total need of 21,900 total hours a year, which is a combination of IHS or PHS employee and contract physician's hours. The contract hours needed may be increased or decreased if there is a change in the number of permanent KHC ED physicians or an unexpected need for more urgent care hours. The hours for each shift may change according to the needs of the ED/UC and patient population.

4.1.2 In addition to at least one physician on duty in the KHC-ED, there must always be a second physician available for back-up at all times, on all days. During double coverage hours, the second physician on duty in the ED may serve as the backup physician, but during single coverage hours, there must always be at least one other physician immediately available to come in to provide backup for emergency situations, patient overload, labor and delivery, urgent ground transfers or other emergent situations. The physician called in will not be paid overtime or additional hours but will be compensated by taking off the number of hours required for callback from their next shift. Physicians should accurately reflect their hours on their time sheets. This is normally covered by the Evening shift provider but can be covered by another if arranged ahead of time with the Department Supervisor.

4.1.3 The contractor's plan should include a strategy for sufficient physician coverage to meet patient needs seasonal volume changes, Federal holiday coverage, and available at all times for callbacks, provide support in the event of major emergencies, and to cover unanticipated gaps in ER physician coverage (that is, those caused by flight delays and so forth).

4.1.4 The contractor shall have a strategy in place to replace any contracted physician who has been assigned a time slot on the Emergency Department schedule who calls in sick, does not arrive in a timely manner or for other reasons cannot fulfill their contractual duties.

4.1.5 New-provider orientation and training may be scheduled for 1-5 days. A portion of the orientation will be on-line learning to be completed before the arrival of the physician. New contracting physicians will be given a temporary security clearance for up to 120 days but should anticipate a full security background check and possibly interview. The forms will be forwarded to you by the service unit and should be returned expeditiously. Failure to return the forms and completion of the background check in the specified time will result in dismissal from further service at KSU

4.1.6 Kayenta is open to considering a variety of staffing models, but no physician should be scheduled for more than a 12-hour shift or back-to-back shifts without time for rest and recovery.

4.1.7 The contractor shall communicate with the medical control for the Navajo Nation Emergency Medical Service and with the Ground Transport contractor stationed in Kayenta, AZ, and in accordance with KHC policies and procedures as needed.

4.2 Work Schedule:
ED shifts currently run from 7 AM to 7 PM (day shift), 7 PM to 7 AM (night shift), 9 AM to 9 PM (Morning) and 2 PM to 2 AM. (Evening). There is frequently an additional 11 AM to 11 PM (swing shift) to provide extra coverage for the busiest hours. ED shifts are subject to change. All services shall be provided on an as needed basis as scheduled by the ED Department supervisor or appointee.

5.0 Qualification Requirements: The Contactor shall meet the following requirements throughout the term of the contract.

5.1 Experience. The Contractor shall provide physicians to perform the necessary medical care for patients in a variety of emergency department situations such that at least one physician is on duty at the KHC-ED at all hours of all shifts. The Contract physicians shall provide immediate medical evaluation, examination, diagnosis, treatment, and/or referral of patients who present for care in the KHC emergency services area. The Contract physician shall provide professional advice to personnel in emergency situations with regard to professional management of patients being treated and/or hospitalized. Contract physician care shall cover the range of emergency department care typically provided in a rural civilian practice of similar size. The following list is an example of the types of cases, but is not all-inclusive:

A. Major trauma, including fractures of multiple extremities, stab wounds, open wounds of the chest, abdomen, extremities, penetrating trauma, head trauma, suspected spine injuries, lacerations, amputations;
B. Major medical emergencies such as cardiac arrest, myocardial infarction, respiratory failure, shock, diabetic ketoacidosis;
C. Obstetrical emergencies such as deliveries of single or multiple births, acute pregnancy complications, vaginal bleeding;

D. Pediatric emergencies
E. Acute psychiatric problems, including suicide attempts
F. Lower-acuity complaints including viral illnesses, other infections, minor orthopedic problems, minor trauma, alcohol abuse;
G. The contracted physician shall be responsible providing Emergency Department coverage for the inpatient service once established until the inpatient physician becomes available.
H. External cardiac pacing, endotracheal intubation with the use of appropriate anesthesia, procedure sedation, thoracentesis, tube and/or needle thoracotomy, cricothyrotomy, vaginal delivery, peritoneal lavage, laceration repair, reduction and stabilization of fractures and dislocations, arthrocentesis, paracentesis, lumbar puncture, intraosseous cannulation, use of ultrasound for the FAST exam, limited interpretation of radiographs, ultrasounds, and CT studies, electrocardiograms and administration of thrombolytics.

5.2 Quality of care by physicians: Contract physicians shall practice in adherence to typical standards and guidelines as defined by, but not limited to, KSU Governing Board bylaws, KHC Medical Staff bylaws, rules, policies and procedures, KHC ED policies and procedures, Indian Health Service, Centers for Medicare and Medicaid Services (CMS), the Joint Commission (TJC), applicable state licensure boards, and applicable federal authorities (e.g., IHS, DEA, etc.)

5.3 Documentation of care by physicians: Contract physicians shall generate and maintain proper medical record information on beneficiaries to whom treatment is provided in accordance with Indian Health Service (IHS), TJC, and CMS regulations. The Contract physician shall prepare all medical record documentation to meet or exceed the established standards of the IHS facility to include, but not limited to: timeliness, legibility, accuracy, content, and signature. Contract physicians shall complete all third party reimbursement forms. All medical record information and documentation generated in the performance of this contract must be completed prior to the shift ending and will remain the property of and subject to the exclusive control of the IHS. The contractor physician is responsible for following up and signing all ordered laboratory and imaging tests. Contract physicians are expected to use the Electronic Health Records for entry of their documentation where applicable. The Health Information Department shall be notified in advance of the contractor providers last workday. Failure to properly complete medical record documentation before leaving may result in a delay or failure of the processing of all invoices from the contractor. The contractor shall establish a reporting system that includes significant findings, major problems encountered, and plans for resolution of contract physicians.

5.4 Physician qualifications, credentials, and competencies: Contract physicians shall meet the following requirements throughout the term of the contract:

5.4.1 Experience: The Contractor shall ensure that all Contract physicians are trained and licensed to perform Emergency Physician Services.

5.4.2 Licensure: The Contractor shall ensure that all Contract physicians hold a valid, active, and unrestricted physician license in at least one state.

5.4.3 Certifications: The Contractor's physician performing services under this contract shall be certified in ATLS, ACLS, PALS, BLS. NRP and ALSO are strongly recommended for Family Practice Trained providers and required for all others.

5.4.4 Physician qualifications: The contractor's personnel performing services under this contract shall be qualified by at least one of the following routes (Note: KSU will only accept residency training from a program certified by the ACGME or AOA and board certification through specialty boards approved by the American Board of Medical Specialties):

A. Satisfactory completion of an Emergency Medicine residency with either current ABEM or ACOEM emergency medicine board certification or planned certification within 18 months of completing residency or fellowship training.
B. Satisfactory completion of an approved Family Practice residency and ABFP or ACOFP board certification in family medicine and 2000 hours, one year full time or equivalent of independent practice providing care as an emergency department physician.
C. Providers with satisfactory completion of an approved residency and board certification in another specialty and 7500 hours, three and half years of full time or equivalent of independent practice providing care as an emergency department physician.

D. Providers who are already credentialed at the Kayenta Service Unit and approved by the COR or designee.

E. Providers with lapsed board certification in one of the above categories may be considered, subject to COR or designee review, if they are currently eligible for board certification according to the standards defined by the relevant boards for their specialty.

5.4.5 Core privileges: Core privileges include those necessary for initial evaluation and management, to include identification, stabilization and treatment of acute illness and injury of patients of any age. This includes life- threatening illness or injury.

5.4.6 Competencies: The Contractor's personnel performing services under this contract shall be proficient in essential emergency medicine skills demonstrable by one of the following:

A. Completion of an emergency medicine residency within the last 4 years.
B. Presentation of a log documenting skill performance during the last 2 years.

C. Copies of skill competency documentation from other facilities within the last 2 years.
D. Signed attestation summarizing skill performance during the last 2 years.
E. Presentation of CME documentation from courses providing hands-on training and evaluation of skill performance within the last year. F. A combination of the above.
F. In order to establish and maintain core competencies, contract physicians will be required to spend 1-2 hours per month in on-line or hands-on-training arranged with the ED Medical Director.

5.5 CME: Documentation of continuing medical education (CME) is not required if within one year after graduating from an Emergency Medicine or Family Practice residency. Otherwise, a report documenting an average of 30 hours of CME per year in Emergency Medicine for the past three years is required.

5.6 Contractor documentation requirements: For each Contract physician, Contractor shall provide initial evidence of each of the above required qualifications, credentials, and competencies. In addition, Contractor shall provide, to the COR or designee, a roster that provides Contract physician names, certification number and certification expiration date. The Contractor shall furnish, to the COR or designee, copies of renewals of any licenses and certifications for all employees providing services under this contract.

5.6.1 The Contractor shall be required to maintain records that document the competence and performance level of Contractor employees working on this contract, consistent with current TJC, CMS, and other regulatory and/or accrediting body requirements. The Contractor shall provide a current copy of the competence and performance assessments to the Service Unit Clinical Director for each Contractor physician completing assignment in the Kayenta Emergency Department.

5.6.1 Documentation for credentialing of new physicians: Except when unavoidable due to urgent unanticipated needs, the Contractor will provide the information required for credentialing of any new contract physician four weeks prior to their scheduled start date. Contractors must complete on-line mandatory trainings prior to arrival.

5.7 Response to Reports: The Contractor shall cooperate with the KSU Clinical Director and the KSU Emergency Department Medical Director in resolving issues with contract physician deficiencies with respect to:

A. Clinical and Records management Error Reports
B. Morbidity/Mortality Review Reports
C. Ongoing and Focused Peer Reviews
D. Provider certifications expiration dates.
E. Performance Improvement Reviews.

5.8 Conduct: Contractor physicians shall interact in a professional manner with patients, colleagues and co-workers.

5.9 New Employee Orientation: Contract physician/providers must attend one day of new employee orientation and complete requested on-line trainings. The Contractor shall complete the Information Systems Security Awareness (ISSA) training prior to the start date.

5.10 Background Checks: The Contractor shall comply with Agency Personal Identity Verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201; this includes fingerprinting guidelines. As directed by the Contracting Officer, the Contractor shall provide all requested information necessary to perform Level I and Level II background checks. The Contractor shall comply with the requirement to obtain security investigations. The Contractor shall work with the IHS to ensure that the pre- employment screening process includes the appropriate investigation questionnaires and forms to be completed. All completed forms will be reviewed by the Contractor and forwarded to the Government Personnel. The Contractor will be immediately removed from the position if at any time the investigation receives unfavorable adjudication, or, if other unfavorable information that would affect the investigation becomes known. If FSS Contract was initiated before 10/29/2010, then fingerprint clearance can be submitted when provider first arrives on-site. If FSS Contract was initiated after 10/29/2010, then fingerprint clearance must be approved before tour of duty begins, UNLESS your FSS contract contains a Background Investigations clause, then fingerprint clearance can be submitted when provider first arrives on-site.

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

5.11 Immunizations: The contractor shall provide proof of employee immunizations for:

- Immunity to Rubella, Mumps, Measles, Varicella
- Immunity to Hepatitis B or a signed declination statement
- Tetanus Diphtheria (Td) within the last 5 years and Tdap in the past Documentation of receiving a TB Mantoux skin test (PPD) within the past 12 months with documentation of follow-up for a positive test.

6.0 Indemnification and Insurance

6.1 FAR 52.237-7 Indemnification and Medical Liability Insurance (Jan 1997)

(a) It is expressly agreed and understood that this is a non-personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: * _$1,000,000.00___.

(b) An apparently successful offer, or upon request, the Contracting Officer, shall be furnished, prior to contract award, evidence of the Contractor's insurability concerning the medical liability insurance required by paragraph (a) of this clause prior to the commencement of services under this contract. (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. If 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.

(d) 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.

(e) The Contractor shall insert the substance of this clause, including this paragraph, 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.

6.2 Contractor staff Indemnification/Insurance: If the acuity of the patient requires the contractor's staff to assist and work with IHS staff at the patient's bedside, the contractor shall provide liability insurance coverage for their staff while working in the IHS facility,

and shall indemnify the NAIHS facility and staff from all claims resulting from the performance of contractor's employees

7.0 Challenges to Conflicts: For any inconsistency between supervisor directions, this Performance Work Statement, attachments and exhibits, the following order of precedence will apply:

(a) First Priority: Supervisor's directions
(b) Second Priority: Position Description (attached)
(c) Third Priority: Performance Work Statement Exhibits
(d) Fourth Priority: Performance Work Statement Narrative

8.0 52.249-12 Termination (Personal Services) (Apr 1984):

The Government may terminate this contract at any time upon at least 15 days' written notice by the Contracting Officer to the Contractor. The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least 15 days' written notice to the Contracting Officer.

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

9.0 List of Attachments and Exhibits.

To be provided by the Contracting Officer upon request.

9.1 Attachments

Position Description (Service Unit specific)

9.2 Written Competency Assessments

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

KAYENTA HEALTH CENTER - EMERGENCY DEPARTMENT
Performance Based Statement of Work (PBSOW)
PHYSICIAN SERVICES

10.0 PERFORMANCE-BASED MATRIX

PERFORMANCE OBJECTIVES	INDICATOR	PERFORMANCE STANDARD	SURVEILLANCE PLAN	CONTRACTOR INCENTIVE
The Contractor shall provide quality Emergency Department Physician services for the Emergency Department at the Kayenta Health Center on an "as needed" basis. This will include full spectrum of emergency and urgent care. The physicians shall also be responsible for transfers (as medically indicated) and provision of emergency care to inpatients as needed.	1. Adequate staffing and on-call support to meet performance requirements 2. Quality of care Contractor physician shall provide immediate medical evaluation, treatment, and/or referral of patients who present for care at KHC Emergency Services area. The emergency medical care provided shall cover the range of emergency care typically provided in a rural civilian practice of similar size and remoteness. 3. Documentation of care with the contractor physicians using the electronic health record (EHR) for medical records documentation. 4. Physician qualifications, credentials, competencies 5. Error reports:	1. No coverage gaps 2. Adherence to standards and guidelines noted in PBSOW. 3. 100% of physicians meet requirements. 4. Documentation provided by contractor before start of duty for 100% of physicians 5. Reports are complete and timely with 100% of reports completed by deadlines. 6. Less than 3 conduct complaints by patients or staff per month total among all physicians	1. Surveillance systems will include: • Periodic chart reviews • Review of morbidity and mortality reports • Review of error reports • Substantiated complaints • Random samples 2. Review of all concerns raised by staff, patients, or receiving facilities • Ongoing PI reviews. 3. Reports of medical record coders and radiology. 4. Medical Staff Office, Human Resources, and IT reporting. 5. ED Medical Director, COR, and Clinical Director reports. 6. No more than 3 failures per quarter to comply with documentation standards:	1. Payment of hourly rate; Successful evaluation using the CPARS; avoidance of cure notice; and avoidance of fee reimbursing the Government for services required due to deficiency.

	• Quarterly reports of provider • Certification/expiration dates for ATLS, ACLS, PALS, BLS; NRP and ALSO as recommended • Medical records documentation 6. Professional conduct of providers		☐ Signing off on lab, x-ray or imaging reports. ☐ Correcting charting errors ☐ Chart completions ☐ Three (3) valid complaints by patients or by staff of deficiencies regarding patient care, contractor behavior and/or professional demeanor during a 6-month period. ☐ No more than one failure per quarter to respond to professional improvement/quality assurance and periodic review reports.	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00001	See Block 16C		

6. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

NATIVEARC II LLC 1654968
708 SW DESCHUTES AVE STE 5
REDMOND OR 97756

CODE 1654968 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. 75H71025P00570

10B. DATED *(SEE ITEM 13)* 04/09/2025

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Bilateral; IAW HHSAR 352.237-75 Key Personnel

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

UEI: HG5EMKH629J3
Order No. 75H71025P00570 is hereby modified to reflect the following changes:

--Per HHSAR 352.237-75 Key Personnel; Include Key Personnel to the contract.

$731,640.00 Original Award Amount
$ 0.00 Supp. Agreement by Mod #1
==========
$731,640.00 Revised Award Amount

Discount Terms: HHS NET 30P
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		JERLYN R. BEGAY	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	06/25/2025

NAME OF OFFEROR OR CONTRACTOR
NATIVEARC II LLC 1654968

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 Period of Performance: 07/01/2025 to 12/31/2025 ALL OTHER TERMS AND CONDITIONS TO REMAIN IN EFFECT.				

352.237-75	KEY PERSONNEL	DEC 2015

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

Name: (b) (6)
Available Service Dates: 07/26/2025 – 12/31/2025
Agreed-upon Absence Date(s): TBD

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00002	See Block 16C		

6. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

NATIVEARC II LLC 1654968
708 SW DESCHUTES AVE STE 5
REDMOND OR 97756

CODE 1654968 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. 75H71025P00570

10B. DATED *(SEE ITEM 13)* 04/09/2025

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Bilateral; IAW HHSAR 352.237-75 Key Personnel

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

UEI: HG5EMKH629J3
Order No. 75H71025P00570 is hereby modified to reflect the following changes:

--Per HHSAR 352.237-75 Key Personnel; Include Key Personnel to the contract.

$731,640.00 Original Award Amount
$ 0.00 Supp. Agreement by Mod #1
$ 0.00 Supp. Agreement by Mod #2
==========
$731,640.00 Revised Award Amount

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		JERLYN R. BEGAY	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	08/18/2025

NAME OF OFFEROR OR CONTRACTOR
NATIVEARC II LLC 1654968

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Discount Terms: HHS NET 30P Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 Period of Performance: 07/01/2025 to 12/31/2025 ALL OTHER TERMS AND CONDITIONS TO REMAIN IN EFFECT.				

352.237-75	KEY PERSONNEL	DEC 2015

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

Name: (b) (6)
Available Service Dates: 07/26/2025 – 12/31/2025
Agreed-upon Absence Date(s): TBD

Name: (b) (6)
Available Service Dates: 07/01/2025 – 12/31/2025
Agreed-upon Absence Date(s): TBD

(End of clause)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE	OF
	1	56

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			75H71025Q00010	10/07/2024

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	ADRIAN SEGAY	505-339-9474	10/18/2024 1300 MT

9. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:

- ☐ SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- ☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
- ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- ☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 621111

SIZE STANDARD: $16

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
☒ SEE SCHEDULE		☐	☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

Kayenta Health Center
HWY 160, S. Mile Post 394.3
Kayenta AZ 86033

16. ADMINISTERED BY CODE 51

Gallup Indian Medical Center
Acquisition Department
1808 W. Aztec Avenue
Gallup NM 87301

17a. CONTRACTOR/ OFFEROR CODE 8PK51 FACILITY CODE

NativeArc II, LLC.

708 SW Deschutes Ave. Ste 5

Redmond, OR 97756-2253

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE

☐ 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

☐ 18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DELIVER TO: IHSKAYENTA Kayenta Health Center Acquisition Department, PO Box 368 Highway 160, Mile Post 394.3 Kayenta AZ 86033 US *This is a 100% ISBEE Set Aside* This contract is subject to the electronic payment process by the Department of Treasury. All invoices complying to the requirements at *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

Signed by:
Lara Snow
9E463F643B674DB...

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
Lara Snow VP of Operations	3/27/2025	MARGARET J. SHIRLEY-DAMON	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	52.212-4(g) must be submitted through www.ipp.gov. For additional information, refer to the incorporated clause at 352.232-71 Electronic Submission of Payment Requests (FEB 2022). Period of Performance: 02/01/2025 to 01/31/2026				
1	Non-Personal Healthcare Services for Emergency Department Physician Services 6,552 Hours The contractor shall provide required services IAW Attachment A - Performance Work Statement This is a Labor-Hour CLIN. Values are estimated that the Contractor exceeds at its own risk. Period of Performance: 02/01/2025 to 07/31/2025				
2	Non-Personal Healthcare Services for Emergency Department Physician Services (b) (4) The contractor shall provide required services IAW Attachment A - Performance Work Statement This is a Labor-Hour CLIN. Values are estimated that the Contractor exceeds at its own risk. (Option Line Item) Continued ...	(b) (4)	(b) (4)	(b) (4)	(b) (4)

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*
		42c. DATE REC'D *(YY/MM/DD)* / 42d. TOTAL CONTAINERS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	08/01/2025				
	Period of Performance: 08/01/2025 to 01/31/2026	[redacted]		[redacted]	(b) (4)

SECTION B – CONTINUATION OF SF-1449

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SECTION C – CONTRACT CLAUSES

52.252-2	CLAUSES INCORPORATED BY REFERENCE	FEB 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Home | Acquisition.GOV

HHSAR | Acquisition.GOV

(End of clause)

52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES Alternate I (NOV 2021)	NOV 2023

52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	MAY 2024

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509)).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

X (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (6) [Reserved].

X (7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

X (9) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

__ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115–390, title II).

__ (11) (i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

__ (ii) Alternate I (DEC 2023) of 52.204-30.

X (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

X (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

__ (14) [Reserved].

__ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

__ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (17) [Reserved]

__ (18) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

__ (ii) Alternate I (MAR 2020) of 52.219-6.

__ (19) (i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

__ (ii) Alternate I (MAR 2020) of 52.219-7.

X (20) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)).

X (21) (i) 52.219-9, Small Business Subcontracting Plan (SEP 2023) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (NOV 2016) of 52.219-9.

__ (iii) Alternate II (NOV 2016) of 52.219-9.

__ (iv) Alternate III (JUN 2020) of 52.219-9.

__ (v) Alternate IV (SEP 2023) of 52.219-9.

__ (22) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

__ (ii) Alternate I (MAR 2020) of 52.219-13.

__ (23) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 637s).

X (24) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

__ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).

X (26) (i) 52.219-28, Post Award Small Business Program Rerepresentation (FEB 2024) (15 U.S.C. 632(a)(2)).

__ (ii) Alternate I (MAR 2020) of 52.219-28.

__ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

__ (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

__ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

__ (30) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15U.S.C. 637(a)(17)).

X (31) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).

__ (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2024).

X (33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

X (34) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).

__ (ii) Alternate I (FEB 1999) of 52.222-26.

X (35) (i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

__ (ii) Alternate I (JUL 2014) of 52.222-35.

X (36) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

__ (ii) Alternate I (JUL 2014) of 52.222-36.

X (37) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

X (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (39) (i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (40) 52.222-54, Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

__ (41) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (42 U.S.C. 7671, *et seq.*).

__ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) (42 U.S.C. 7671, *et seq.*).

__ (44) 52.223-20, Aerosols (MAY 2024) (42 U.S.C. 7671, *et seq.*).

__ (45) 52.223-21, Foams (MAY 2024) (42 U.S.C. 7671, *et seq.*).

X (46) 52.223-23, Sustainable Products and Services (MAY 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

X (47) (i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).

__ (ii) Alternate I (JAN 2017) of 52.224-3.

__ (48) (i) 52.225-1, Buy American-Supplies (OCT 2022) (41 U.S.C. chapter 83).

__ (ii) Alternate I (OCT 2022) of 52.225-1.

__ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I [Reserved].

__ (iii) Alternate II (DEC 2022) of 52.225-3.

__ (iv) Alternate III (FEB 2024) of 52.225-3.

__ (v) Alternate IV (Oct 2022) of 52.225-3.

__ (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

X (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) (E.O. 13513).

__ (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

__ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

__ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).

__ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

X (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

X (63) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

__ (64) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

__ (ii) Alternate I (APR 2003) of 52.247-64.

__ (iii) Alternate II (NOV 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

__ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter67).

__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

FOR INFORMATION ONLY		
Grade	Hourly Rate	Fringes

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).

__ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

__ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

__ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

__ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii) (A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

(B) Alternate I (DEC 2023) of 52.204–30.

(viii) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(x) 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246).

(xi) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xvi) (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xix) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xxii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

The following Federal Acquisition Regulation clauses also apply:

52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER CONTENT PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDING, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	JUL 1995

52.217-8	**OPTION TO EXTEND SERVICES**	**NOV 1999**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor *before the contract expires.*

(End of clause)

52.217-9	**OPTION TO EXTEND THE TERM OF THE CONTRACT**	**MAR 2000**

(a)The Government may extend the term of this contract by written notice to the Contractor within before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 Days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b)If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c)The total duration of this contract, including the exercise of any options under this clause, shall not exceed 12 months.

(End of clause)

52.237-7	**INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE**	**JAN 1997**

(a)It is expressly agreed and understood that this is a non-personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: $1,000.000.00/$3,000,000.00.

(b)An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

(c)Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

(d)Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.

(e)The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If, during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f)The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

(End of clause)

The following Department of Health and Human Services Acquisition Regulation clauses also apply:

352.203-70	ANTI-LOBBYING	DEC 2015
352.208-70	PRINTING AND DUPLICATION	DEC 2015
352.211-3	PAPERWORK REDUCTION ACT	DEC 2015
352.219-70	MENTOR-PROTÉGÉ PROGRAM	DEC 2015
352.222-70	CONTRACTOR COOPERATION IN EQUAL EMPLOYMENT OPPORTUNITY INVESTIGATIONS	DEC 2015
352.223-70	SAFETY AND HEALTH	DEC 2015
352.224-70	PRIVACY ACT	DEC 2015
352.224-71	CONFIDENTIAL INFORMATION	DEC 2015
352.226-1	INDIAN PREFERENCE	DEC 2015
352.226-2	INDIAN PREFERENCE PROGRAM	DEC 2015
352.231-70	SALARY RATE LIMITATION	DEC 2015
352.237-70	PRO-CHILDREN ACT	DEC 2015

352.237-71	CRIME CONTROL ACT – REPORTING OF CHILD ABUSE	DEC 2015
352.237-72	CRIME CONTROL ACT – REQUIREMENTS FOR BACKGROUND CHECKS	DEC 2015
352.237-73	INDIAN CHILD PROTECTION AND FAMILY VIOLENCE ACT	DEC 2015
352.237-74	NON-DISCRIMINATION IN SERVICE DELIVERY	DEC 2015

352.226-4	**NOTICE OF INDIAN SMALL BUSINESS ECONOMIC ENTERPRISE SET-ASIDE**	**MAR 2022**

Under the Buy Indian Act, 25 U.S.C. 47, offers are solicited only from Indian Economic Enterprises (HHSAR 326.606) that are also small business concerns. Any acquisition resulting from this solicitation will be from such a concern. As required by HHSAR § 352.226-7(b), offerors shall include a completed Indian Economic Enterprise Representation form in response to Sources Sought Notices, Request for Information (RFI) and as part of the proposal submission. The Indian Economic Enterprise Representation form, available on the IHS DAP public website (www.IHS.gov/DAP), shall be included in synopses, presolicitation notices, and solicitations for the acquisitions under the Buy Indian Act. Offers received from enterprises that are not both Indian Economic Enterprises and small business concerns will not be considered and will be rejected.

(End of clause)

352.226-6	**INDIAN ECONOMIC ENTERPRISE SUBCONTRACTING LIMITATIONS**	**MAR 2022**

(a) Definitions as used in this clause.

(1) Indian Economic Enterprise means any business activity owned by one or more Indians or Indian Tribes that is established for the purpose of profit provided that: The combined Indian or Indian Tribe ownership must constitute not less than 51 percent of the enterprise; the Indians or Indian Tribes must, together, receive at least a majority of the earnings from the contract; and the management and daily business operations of an enterprise must be controlled by one or more individuals who are Indians. To ensure actual control over the enterprise, the individuals must possess requisite management or technical capabilities directly related to the primary industry in which the enterprise conducts business. The enterprise must meet these requirements throughout the following time periods:

(i) At the time an offer is made in response to a written solicitation;

(ii) At the time of the contract award; and

(iii) During the full term of the contract.

(2) Subcontract means any contract, as defined in FAR subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(3) Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) Required Percentages of work by the concern. The contractor must comply with FAR 52.219-14, Limitations on Subcontracting clause in allocating what percentage of work to subcontract. The contractor shall not subcontract

work exceeding the subcontract limitations in FAR 52.219-14 to a concern other than a responsible Indian Economic Enterprise.

(c) Any work that an IEE subcontractor does not perform with its own employee shall be considered subcontracted work for the purpose of calculating percentages of subcontract work in accordance with FAR 52.219-14 Limitations on Subcontracting.

(d) Cooperation. The contractor must:

(1) Carry out the requirements of this clause to the fullest extent; and

(2) Cooperate in any study or survey that the CO, Indian Health Service or its agents may conduct to verify the contractor's compliance with this clause.

(e) Incorporation in Subcontracts. The contractor must incorporate the substance of this clause, including this paragraph (e), in all subcontracts for general services, A&E services and construction awarded under this contract.

(End of clause)

352.232-71	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	FEB 2022

(a) *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 requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.

(b) 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 www.ipp.gov or any successor site.

(c) 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.

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

(End of Clause)

352.237-75	KEY PERSONNEL	DEC 2015

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days' notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such

change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

(End of clause)

The following local Indian Health Service, Gallup Service Unit special instructions also apply:

GSU-01	NON-PERSONAL SERVICES	DEC 2020

The Government shall neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of a personal services nature, or give the perception of personal services. If the Contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the Contracting Officer (CO) immediately.

(End of clause)

GSU-02	NON-PERSONAL HEALTH CARE SERVICES	DEC 2020

In accordance with FAR 37.401, this is a non-personal health care services contract, as defined in FAR 37.101, under which the contractor is an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over the medical, professional aspects of services rendered. The Contractor indemnifies the Government for any liability producing act or omission by the Contractor, its employees and agents occurring during contract performance. The Contractor must maintain medical liability insurance in the coverage amounts identified in the clause at 52.237-7 Indemnification and Medical Liability Insurance, which must flow down to any of the Contractor's subcontracts for provisions of health care services.

(End of clause)

GSU-06	IMPLEMENTATION OF INDIAN HEALTH MANUAL PART 3, CHAPTER 20, PROTECTING CHILDREN FROM SEXUAL ABUSE BY HEALTH CARE PROVIDERS	JUL 2021

Indian Health Manual Part 3, Chapter 20 establishes policy for Protecting Children from Sexual Abuse by Health Care Providers. All Indian Health Service contractors must complete a government-provided, training module associated with this policy as an integral part of the onboarding process, but no more than 30 days from the date of onboarding. Failure to complete the mandatory training may be cause for adverse action from a minimum of temporary suspension, to a maximum of termination, from appointment.

The Contractor is required to flow down this clause in any subcontract for commercial or non-commercial item. The extent of the flow down shall be as required by the clause.

(End of Clause)

GSU-08	CONTRACTING OFFICER'S REPRESENTATIVE	AUG 2022

(a) *Definition.* "Contracting Officer's Representative (COR)" means an individual designated in by the Contracting Officer as authorized personnel responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.

(b) Per FAR Subpart 1.602-2(d): The Contracting Officer (CO) determines that this contract requires a Contracting Officer Representative (COR).The Contracting Officer Representative (COR) is:

Lucy Todacheene, COR

(c) Upon award, the COR will receive a copy of the written designation, specifying the extent of the COR's authority on behalf of the CO.

(d) *Limitations.* The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract. Any contractor request for changes shall be referred to the CO directly or through the COR. No such changes shall be made without the express written prior authorization of the CO.

(End of Clause)

GSU-09	UNAUTHORIZED COMMITMENTS	SEP 2023

(a) Definitions.

Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determination and findings.

Ratification means the act of approving an unauthorized commitment by an official who has the authority to do so.

Unauthorized Commitment (UAC) means an agreement that is not binding solely because the Government representative who made it lacked the authority to enter into that agreement on behalf of the Government.

(b) Policy.

The Government is not bound by agreements with, or contractual commitments made to, prospective contractors by individuals who do not have delegated contracting authority. Unauthorized commitments do not follow the appropriate process for the expenditure of Government funds. Consequently, the Government may not be able to ratify certain actions, putting a contractor at risk for taking direction from a Federal official other than the contracting officer (see FAR 1.602-1) Government employees responsible for unauthorized commitments are subject to disciplinary action. Contractors perform at their own risk when accepting direction from unauthorized officials. Failure to follow statutory and regulatory processes for the expenditure of Government funds is a very serious matter.

(c) Procedure.

Any agreement, modification, or change to a contractual agreement made by a government personnel who lack authority will be deemed an unauthorized commitment. The Government is not liable to the Contractor or under the terms of the contract, financially or otherwise – unless the unauthorized commitment successfully passes the ratification process.

The ratification process does not have any lead time, nor does the Government make any promise that an unauthorized commitment will be ratified and, therefore, the Contractor would be paid. The Contractor proceeds at its own risk if any of the terms of the contract are altered, changed, or modified without the written concurrence by a Contractor Officer.

(End of Clause)

GSU-10	CONTRACTOR PERFORMANCE ASSESSMENT	SEP 2023

(a) **Policy.** Past performance evaluations shall be prepared at least annually and at the time the work under a contract or order is completed. Past performance evaluations are required for contracts and orders as specified in paragraphs (b) of this section, including contracts and orders performed outside the United States. These evaluations are generally for the entity, division, or unit that performed the contract or order. Past performance information shall be entered into CPARS, the Government-wide evaluation reporting tool for all past performance reports on contracts and orders. Instructions for submitting evaluations into CPARS are available at http://www.cpars.gov/.

(b) **Applicability.** The contracting office will evaluate and document contractor performance for the following types of actions:

(1) Contracts and orders for supplies or services that exceed the simplified acquisition threshold;
(2) Construction contracts that exceed $750,000;
(3) Architect-engineer services contracts of $35,000 or more;
(4) Any contract action in (b)(1), (b)(2), or (b)(3) less than the aforementioned thresholds but a modification increases their value to exceed the thresholds; and
(5) Any termination for default for construction or architect-engineer services regardless of value.

(c) **Procedures.**

(1) The contracting office shall –
   a. Assign responsibility and management accountability for the completeness of past performance submissions.
   b. Generally provide for input to the evaluations from the technical office, contracting office, program management office, and where appropriate, quality assurance and end users of the product or service;
   c. Identify and assign past performance evaluation roles and responsibilities to those individuals responsible for preparing and reviewing interim evaluations, if prepared, and final evaluations (*e.g.*, contracting officers, contracting officer representatives, project managers, and program managers). Those individuals identified may obtain information for the evaluation of performance from the program office, administrative contracting office, audit office, end users of the product or service, and any other technical or business advisor, as appropriate; and
   d. Address management controls and appropriate management reviews of past performance evaluations, to include accountability for documenting past performance on CPARS.

(2) The evaluation should include a clear, non-technical description of the principal purpose of the contract or order. The evaluation should reflect how the contractor performed. The evaluation should include clear relevant information that accurately depicts the contractor's performance, and be based on objective facts supported by program and contract or order performance data. The evaluations should be tailored to the contract type, size, content, and complexity of the contractual requirements.

(3) Evaluation factors for each assessment shall include, at a minimum, the following:

(a) Technical (quality of product or service).
(b) Cost control (not applicable for firm-fixed-price or fixed-price with economic price adjustment arrangements).
(c) Schedule/timeliness.
(d) Management or business relations.
(e) Small business subcontracting, including reduced or untimely payments to small business subcontractors when FAR 19.702(a) requires a subcontracting plan.
(e) Other (as applicable) (e.g., trafficking violations, tax delinquency, failure to report in accordance with contract terms and conditions, defective cost or pricing data, terminations, suspension and debarments, and failure to comply with limitations on subcontracting).

(End of Clause)

SECTION D – DOCUMENTS, EXHIBITS, ATTACHMENTS, ETC.

Attachment A – Performance Based Statement of Work

Attachment B – Indian Health Service Buy Indian Act Indian Economic Enterprise Representation Form

Kayenta Health Center
Emergency Department
Performance Based Statement of Work (PBSOW)
PHYSICIAN SERVICES

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Kayenta Health Center
Emergency Department
Performance Based Statement of Work (PBSOW)
PHYSICIAN SERVICES

1.0 GENERAL:

This performance work statement describes the requirements of a non-personal service contract for the provision of EMERGENCY PHYSICIAN SERVICES for the Indian Health Services (IHS), Navajo Area Indian Health Service (NAIHS), and Kayenta Health Center (KHC) Emergency Department and Inscription House Urgent Care Clinic. The contractor shall provide a physician to cover these services at a fixed hourly rate.

1.1 BACKGROUND:

The IHS is the agency within the Department of Health and Human Services responsible for providing federal healthcare services to American Indians and Alaska Natives. The IHS is the principal federal health care provider and health advocate for Indian people and its goal is to raise their health status to the highest possible level. The IHS provides a comprehensive health service delivery system for approximately 1.9 million American Indians and Alaska Natives who belong to 564 federally recognized tribes in 35 states. The goal is to insure comprehensive and quality Emergency Physician services are available to the community served by KHC.

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

The KHC Emergency Department (ED) is currently a free-standing ED, without a local hospital, at a site shared with clinics providing outpatient services. The ED is in operation 24 hours a day, 7 days a week, and 365 days per year. In July 2016, KHC moved into a new facility, and ED visits have increased steadily and reached slightly above CY2019 or about 1500 patients a month. An in-patient unit has opened and is pending final Joint Commission approval, and the ED will no longer be free-standing but a component of a short stay hospital.

The Inscription House Center is a satellite clinic of KSU and its Urgent Care Clinic provides a more limited level of care than the Emergency Department and is open 0800 to 1700 Monday through Friday. IHHC is located approximately 45 minutes by car from KHC.

1.2 SCOPE:

The Contractor shall provide Emergency medicine physician services in accordance with section 5.0, performance based requirements.

1.2.1 Duties and responsibilities will encompass outpatient Emergency Medicine and urgent care services to IHS patients. The contractor reports to the Emergency Department

Supervisor Physician. These services may in an emergency situation occasionally require accompanying patient in ground transportation assets owned by IHS or private entities.

1.2.2 Place of Performance: The Contractor shall provide Emergency Medicine or Urgent Care services as required at the Kayenta Service Unit or IHHC as scheduled by the Emergency Department Supervisor Physician.

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

1.3 APPLICABLE DOCUMENTATION:

1.3.1 Section 231 of Public Law 101-6&7, the Crime Control Act of 1990.

1.3.2 Section 4087 of Public Law 101-630, the Indian Child Protection and Family Violence Act.

1.3.3 Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI).

1.3.4 Privacy Act of 1974.

1.3.5 Service Unit and Health Center Policies, Procedures and Protocols.

1.3.6 Public Law 102-573, Indian Health Care Improvement Act, Section 222

1.3.7 42 Code of Federal Regulations (CFR) 136.11-136.21 Contract Health Care Services.

1.3.8 Public Law 93-638, Indian Self-Determination Act

2.0 DEFINITIONS:

2.1 Acceptance: An authorized representative of the Government has inspected and agreed that the work meets all requirements of this contract, to include documentation requirements

2.2 Advanced Life Support (ALS): Emergency medical care for sustaining life, including defibrillation, airway management, and drugs and medications.

2.3 Advanced Life Support for Obstetrics (ALSO): An advanced level of hospital care and procedures to effectively manage potential emergencies during the perinatal period.

2.4 Approval: The Government has reviewed submittals, deliverables, or administrative documents (e.g., insurance certificates, installation schedules, planned utility interruptions, etc.) and has determined the documents conform to contract or contract requirements. Government Approval shall not relieve the Contractor from responsibility for complying with contract requirements.

2.5 Active Labor: Contractions less than (<) 5 minutes apart and/ or greater than (>) 4 cm dilation.

2.6 Award Term Plan: Relative to Performance Based Contracting and rewarding the Contractor for satisfactory performance with option of contract term extension.

2.7 Basic Life Support (BLS): A specific level of pre-hospital medical care provided by trained and certified responders, including Emergency Medical Technicians (EMTs). BLS consists of a number of life-saving techniques e.g. the use of airway adjuncts such as respirators, emergency oxygen therapy; application of Cardiopulmonary resuscitation and other non-invasive emergency procedures.

2.8 CMS: Centers for Medicare & Medicaid Services.

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

2.10 Contracting Officer Representative (COR): A federal employee who assists the ordering/issuing activity-contracting officer in the administration of task orders issued under this contract. The PO is primarily responsible for the day-to-day program management of the ordering activity's task or delivery orders.

2.11 Contractor: The individual/company awarded this contract.

2.12 CPARS: Contractor Performance Assessment Reporting System. A web-enable system with electronic workflow that reports and rates Contractor performance.

2.13 EHR: Electronic Health Record

2.14 Eligible Beneficiaries: Services will be made available, as medically indicated to persons of Indian descent belonging to the Indian community served by the local facilities and program. Services will also be made available, as medically indicated, to a non- Indian woman pregnant with an eligible Indian's child but only during the period of her pregnancy through postpartum (generally about six weeks after delivery).

2.15 EMTALA: Emergency Medical Treatment and Labor Act

2.16 Emergency Medical Service (EMS): Those services that do qualify for basic life support or advance life support.

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

2.18 Health insurance portability and accountability act (HIPAA) - Acronym that stands for the Health Insurance Portability and Accountability Act, a US law designed to provide privacy standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals and other health care providers. Developed by the Department of Health and Human Services.

2.19 IHS PRC eligible beneficiaries – Services will be made available, as medically indicated to persons of Indian descent belonging to an Indian community served by the local facilities and program. Services will also be made available, as medically indicted, to a non-Indian woman pregnant with an eligible Indian's child but only during the period of her pregnancy through postpartum (generally about 6 weeks after delivery.)

2.20 Inter-facility: Between two health facilities.

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

2.22 Ordering Activity Contracting Officer: An employee of IHS authorized and warranted to issue task orders and to make subsequent task order modification(s) under this contract. The Ordering Activity CO has the authority to make initial determinations on all matters of dispute regarding task orders.

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

2.24 Purchased/Referred Care (PRC): Health Services provided at the expense of the Indian Health Service (IHS) provided by public or private medical or hospital facilities other than those of the service.

2.25 Quality Assurance Surveillance Plan (QASP): An organized written document prepared and used by the Government for Quality Assurance surveillance of the contractor's performance.

2.26 RN: means the same as a Registered Nurse.

2.27 Root Cause: A situation where performance does not meet expectations. Cause suggests responsibility or a factor to blame for a problem.

2.28 Sentinel Event: An event/incident that is unique and not planned for. JCAHO definition: unexpected occurrence resulting in death or serious physical injury or the risk there of.

2.29 Service Unit: A facility that houses Service Unit administrative staff and is responsible for the administration, coordination, and implementation of the Indian Health program/s in a designated geographic portion of the Area.

2.30 Task Order: An order issued in accordance with the terms of the contract and ordering activity's specific requirements. An ordering activities written order to obtain services, at a minimum will include the following where applicable: description of services, skill categories, hours, price, period of performance, contract number, and the ordering activities task or delivery order number.

2.31 Verifiable Emergency: An unexpected/unplanned episode requiring valid documentation to confirm the occurrence.

3.0 GOVERNMENT FURNISHED INFORMATION, PROPERTY AND SERVICES:

3.1 Information: Government unique information related to this requirement, which is necessary for Contractor performance, will be made available to the Contractor. The Contracting Officer or designee will be the point of contact for identification of any required information to be supplied by the Government. The contract physicians must complete orientation (typically 8 hours) prior to working in the Emergency Department.

3.2 Joint Use by the Government and the Contractor: The Government will provide, for joint use by the Government and the Contractor, all necessary equipment, supplies, and clinic space to perform the services under this contract.

3.3 Contractor Exclusive Use:

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

3.3.2 I.D. Badge: The Government will provide facility specific contractor identification badges for each contractor. A minimum fee of $20.00 will be charged for lost or destroyed badges.

4.0 PEFORMANCE-BASED REQUIREMENTS:

The Contractor shall provide Emergency Physician Services for the Emergency Department at the Kayenta Health Center. The following are the elements of service called for under this contract. This PBSOW describes the desired service outcome; in their proposal, the Contractor shall specify how each outcome is to be achieved, including relevant logistics, and contingency plans to achieve each element in case of unforeseen circumstances. The Contractor's performance will be evaluated in accordance with the standards set forth in the Performance-based Matrix of paragraph 8.0.

4.1 The Contractor performed Emergency Physician Services

4.1.1 Kayenta Health Center Emergency Department operates 24 hours a day with 60 hours of physician services each day. That is a total need of 21,900 total hours a year, which is a combination of IHS or PHS employee and contract physician's hours. The contract hours needed may be increased or decreased if there is a change in the number of permanent KHC ED physicians or an unexpected need for more urgent care hours. The hours for each shift may change according to the needs of the ED/UC and patient population.

4.1.2 In addition to at least one physician on duty in the KHC-ED, there must always be a second physician available for back-up at all times, on all days. During double coverage hours, the second physician on duty in the ED may serve as the backup physician, but during single coverage hours, there must always be at least one other physician immediately available to come in to provide backup for emergency situations, patient overload, labor and delivery, urgent ground transfers or other emergent situations. The physician called in will not be paid overtime or additional hours but will be compensated by taking off the number of hours required for callback from their next shift. Physicians should accurately reflect their hours on their time sheets. This is normally covered by the Evening shift provider but can be covered by another if arranged ahead of time with the Department Supervisor.

4.1.3 The contractor's plan should include a strategy for sufficient physician coverage to meet patient needs seasonal volume changes, Federal holiday coverage, and available at all times for callbacks, provide support in the event of major emergencies, and to cover unanticipated gaps in ER physician coverage (that is, those caused by flight delays and so forth).

4.1.4 The contractor shall have a strategy in place to replace any contracted physician who has been assigned a time slot on the Emergency Department schedule who calls in sick, does not arrive in a timely manner or for other reasons cannot fulfill their contractual duties.

4.1.5 New-provider orientation and training may be scheduled for 1-5 days. A portion of the orientation will be on-line learning to be completed before the arrival of the physician. New contracting physicians will be given a temporary security clearance for up to 120 days but should anticipate a full security background check and possibly interview. The forms will be forwarded to you by the service unit and should be returned expeditiously. Failure to return the forms and completion of the background check in the specified time will result in dismissal from further service at KSU

4.1.6 Kayenta is open to considering a variety of staffing models, but no physician should be scheduled for more than a 12-hour shift or back-to-back shifts without time for rest and recovery.

4.1.7 The contractor shall communicate with the medical control for the Navajo Nation Emergency Medical Service and with the Ground Transport contractor stationed in Kayenta, AZ, and in accordance with KHC policies and procedures as needed.

4.2 Work Schedule:
ED shifts currently run from 7 AM to 7 PM (day shift), 7 PM to 7 AM (night shift), 9 AM to 9 PM (Morning) and 2 PM to 2 AM. (Evening). There is frequently an additional 11 AM to 11 PM (swing shift) to provide extra coverage for the busiest hours. ED shifts are subject to change. All services shall be provided on an as needed basis as scheduled by the ED Department supervisor or appointee.

5.0 Qualification Requirements: The Contactor shall meet the following requirements throughout the term of the contract.

5.1 Experience. The Contractor shall provide physicians to perform the necessary medical care for patients in a variety of emergency department situations such that at least one physician is on duty at the KHC-ED at all hours of all shifts. The Contract physicians shall provide immediate medical evaluation, examination, diagnosis, treatment, and/or referral of patients who present for care in the KHC emergency services area. The Contract physician shall provide professional advice to personnel in emergency situations with regard to professional management of patients being treated and/or hospitalized. Contract physician care shall cover the range of emergency department care typically provided in a rural civilian practice of similar size. The following list is an example of the types of cases, but is not all-inclusive:

A. Major trauma, including fractures of multiple extremities, stab wounds, open wounds of the chest, abdomen, extremities, penetrating trauma, head trauma, suspected spine injuries, lacerations, amputations;
B. Major medical emergencies such as cardiac arrest, myocardial infarction, respiratory failure, shock, diabetic ketoacidosis;
C. Obstetrical emergencies such as deliveries of single or multiple births, acute pregnancy complications, vaginal bleeding;

D. Pediatric emergencies
E. Acute psychiatric problems, including suicide attempts
F. Lower-acuity complaints including viral illnesses, other infections, minor orthopedic problems, minor trauma, alcohol abuse;
G. The contracted physician shall be responsible providing Emergency Department coverage for the inpatient service once established until the inpatient physician becomes available.
H. External cardiac pacing, endotracheal intubation with the use of appropriate anesthesia, procedure sedation, thoracentesis, tube and/or needle thoracotomy, cricothyrotomy, vaginal delivery, peritoneal lavage, laceration repair, reduction and stabilization of fractures and dislocations, arthrocentesis, paracentesis, lumbar puncture, intraosseous cannulation, use of ultrasound for the FAST exam, limited interpretation of radiographs, ultrasounds, and CT studies, electrocardiograms and administration of thrombolytics.

5.2 Quality of care by physicians: Contract physicians shall practice in adherence to typical standards and guidelines as defined by, but not limited to, KSU Governing Board bylaws, KHC Medical Staff bylaws, rules, policies and procedures, KHC ED policies and procedures, Indian Health Service, Centers for Medicare and Medicaid Services (CMS), the Joint Commission (TJC), applicable state licensure boards, and applicable federal authorities (e.g., IHS, DEA, etc.)

5.3 Documentation of care by physicians: Contract physicians shall generate and maintain proper medical record information on beneficiaries to whom treatment is provided in accordance with Indian Health Service (IHS), TJC, and CMS regulations. The Contract physician shall prepare all medical record documentation to meet or exceed the established standards of the IHS facility to include, but not limited to: timeliness, legibility, accuracy, content, and signature. Contract physicians shall complete all third party reimbursement forms. All medical record information and documentation generated in the performance of this contract must be completed prior to the shift ending and will remain the property of and subject to the exclusive control of the IHS. The contractor physician is responsible for following up and signing all ordered laboratory and imaging tests. Contract physicians are expected to use the Electronic Health Records for entry of their documentation where applicable. The Health Information Department shall be notified in advance of the contractor providers last workday. Failure to properly complete medical record documentation before leaving may result in a delay or failure of the processing of all invoices from the contractor. The contractor shall establish a reporting system that includes significant findings, major problems encountered, and plans for resolution of contract physicians.

5.4 Physician qualifications, credentials, and competencies: Contract physicians shall meet the following requirements throughout the term of the contract:

5.4.1 Experience: The Contractor shall ensure that all Contract physicians are trained and licensed to perform Emergency Physician Services.

5.4.2 Licensure: The Contractor shall ensure that all Contract physicians hold a valid, active, and unrestricted physician license in at least one state.

5.4.3 Certifications: The Contractor's physician performing services under this contract shall be certified in ATLS, ACLS, PALS, BLS. NRP and ALSO are strongly recommended for Family Practice Trained providers and required for all others.

5.4.4 Physician qualifications: The contractor's personnel performing services under this contract shall be qualified by at least one of the following routes (Note: KSU will only accept residency training from a program certified by the ACGME or AOA and board certification through specialty boards approved by the American Board of Medical Specialties):

A. Satisfactory completion of an Emergency Medicine residency with either current ABEM or ACOEM emergency medicine board certification or planned certification within 18 months of completing residency or fellowship training.
B. Satisfactory completion of an approved Family Practice residency and ABFP or ACOFP board certification in family medicine and 2000 hours, one year full time or equivalent of independent practice providing care as an emergency department physician.
C. Providers with satisfactory completion of an approved residency and board certification in another specialty and 7500 hours, three and half years of full time or equivalent of independent practice providing care as an emergency department physician.

D. Providers who are already credentialed at the Kayenta Service Unit and approved by the COR or designee.

E. Providers with lapsed board certification in one of the above categories may be considered, subject to COR or designee review, if they are currently eligible for board certification according to the standards defined by the relevant boards for their specialty.

5.4.5 Core privileges: Core privileges include those necessary for initial evaluation and management, to include identification, stabilization and treatment of acute illness and injury of patients of any age. This includes life- threatening illness or injury.

5.4.6 Competencies: The Contractor's personnel performing services under this contract shall be proficient in essential emergency medicine skills demonstrable by one of the following:

A. Completion of an emergency medicine residency within the last 4 years.
B. Presentation of a log documenting skill performance during the last 2 years.

C. Copies of skill competency documentation from other facilities within the last 2 years.
D. Signed attestation summarizing skill performance during the last 2 years.
E. Presentation of CME documentation from courses providing hands-on training and evaluation of skill performance within the last year. F. A combination of the above.
F. In order to establish and maintain core competencies, contract physicians will be required to spend 1-2 hours per month in on-line or hands-on-training arranged with the ED Medical Director.

5.5 CME: Documentation of continuing medical education (CME) is not required if within one year after graduating from an Emergency Medicine or Family Practice residency. Otherwise, a report documenting an average of 30 hours of CME per year in Emergency Medicine for the past three years is required.

5.6 Contractor documentation requirements: For each Contract physician, Contractor shall provide initial evidence of each of the above required qualifications, credentials, and competencies. In addition, Contractor shall provide, to the COR or designee, a roster that provides Contract physician names, certification number and certification expiration date. The Contractor shall furnish, to the COR or designee, copies of renewals of any licenses and certifications for all employees providing services under this contract.

5.6.1 The Contractor shall be required to maintain records that document the competence and performance level of Contractor employees working on this contract, consistent with current TJC, CMS, and other regulatory and/or accrediting body requirements. The Contractor shall provide a current copy of the competence and performance assessments to the Service Unit Clinical Director for each Contractor physician completing assignment in the Kayenta Emergency Department.

5.6.1 Documentation for credentialing of new physicians: Except when unavoidable due to urgent unanticipated needs, the Contractor will provide the information required for credentialing of any new contract physician four weeks prior to their scheduled start date. Contractors must complete on-line mandatory trainings prior to arrival.

5.7 Response to Reports: The Contractor shall cooperate with the KSU Clinical Director and the KSU Emergency Department Medical Director in resolving issues with contract physician deficiencies with respect to:

A. Clinical and Records management Error Reports
B. Morbidity/Mortality Review Reports
C. Ongoing and Focused Peer Reviews
D. Provider certifications expiration dates.
E. Performance Improvement Reviews.

5.8 Conduct: Contractor physicians shall interact in a professional manner with patients, colleagues and co-workers.

5.9 New Employee Orientation: Contract physician/providers must attend one day of new employee orientation and complete requested on-line trainings. The Contractor shall complete the Information Systems Security Awareness (ISSA) training prior to the start date.

5.10 Background Checks: The Contractor shall comply with Agency Personal Identity Verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201; this includes fingerprinting guidelines. As directed by the Contracting Officer, the Contractor shall provide all requested information necessary to perform Level I and Level II background checks. The Contractor shall comply with the requirement to obtain security investigations. The Contractor shall work with the IHS to ensure that the pre- employment screening process includes the appropriate investigation questionnaires and forms to be completed. All completed forms will be reviewed by the Contractor and forwarded to the Government Personnel. The Contractor will be immediately removed from the position if at any time the investigation receives unfavorable adjudication, or, if other unfavorable information that would affect the investigation becomes known. If FSS Contract was initiated before 10/29/2010, then fingerprint clearance can be submitted when provider first arrives on-site. If FSS Contract was initiated after 10/29/2010, then fingerprint clearance must be approved before tour of duty begins, UNLESS your FSS contract contains a Background Investigations clause, then fingerprint clearance can be submitted when provider first arrives on-site.

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

5.11 Immunizations: The contractor shall provide proof of employee immunizations for:

- Immunity to Rubella, Mumps, Measles, Varicella
- Immunity to Hepatitis B or a signed declination statement
- Tetanus Diphtheria (Td) within the last 5 years and Tdap in the past Documentation of receiving a TB Mantoux skin test (PPD) within the past 12 months with documentation of follow-up for a positive test.

6.0 Indemnification and Insurance

6.1 FAR 52.237-7 Indemnification and Medical Liability Insurance (Jan 1997)

(a) It is expressly agreed and understood that this is a non-personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: * _$1,000,000.00___.

(b) An apparently successful offer, or upon request, the Contracting Officer, shall be furnished, prior to contract award, evidence of the Contractor's insurability concerning the medical liability insurance required by paragraph (a) of this clause prior to the commencement of services under this contract. (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. If 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.

(d) 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.

(e) The Contractor shall insert the substance of this clause, including this paragraph, 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.

6.2 Contractor staff Indemnification/Insurance: If the acuity of the patient requires the contractor's staff to assist and work with IHS staff at the patient's bedside, the contractor shall provide liability insurance coverage for their staff while working in the IHS facility,

and shall indemnify the NAIHS facility and staff from all claims resulting from the performance of contractor's employees

7.0 Challenges to Conflicts: For any inconsistency between supervisor directions, this Performance Work Statement, attachments and exhibits, the following order of precedence will apply:

(a) First Priority: Supervisor's directions
(b) Second Priority: Position Description (attached)
(c) Third Priority: Performance Work Statement Exhibits
(d) Fourth Priority: Performance Work Statement Narrative

8.0 52.249-12 Termination (Personal Services) (Apr 1984):

The Government may terminate this contract at any time upon at least 15 days' written notice by the Contracting Officer to the Contractor. The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least 15 days' written notice to the Contracting Officer.

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

9.0 List of Attachments and Exhibits.

To be provided by the Contracting Officer upon request.

9.1 Attachments

Position Description (Service Unit specific)

9.2 Written Competency Assessments

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

KAYENTA HEALTH CENTER - EMERGENCY DEPARTMENT
Performance Based Statement of Work (PBSOW)
PHYSICIAN SERVICES

10.0 PERFORMANCE-BASED MATRIX

PERFORMANCE OBJECTIVES	INDICATOR	PERFORMANCE STANDARD	SURVEILLANCE PLAN	CONTRACTOR INCENTIVE
The Contractor shall provide quality Emergency Department Physician services for the Emergency Department at the Kayenta Health Center on an "as needed" basis. This will include full spectrum of emergency and urgent care. The physicians shall also be responsible for transfers (as medically indicated) and provision of emergency care to inpatients as needed.	1. Adequate staffing and on-call support to meet performance requirements 2. Quality of care Contractor physician shall provide immediate medical evaluation, treatment, and/or referral of patients who present for care at KHC Emergency Services area. The emergency medical care provided shall cover the range of emergency care typically provided in a rural civilian practice of similar size and remoteness. 3. Documentation of care with the contractor physicians using the electronic health record (EHR) for medical records documentation. 4. Physician qualifications, credentials, competencies 5. Error reports:	1. No coverage gaps 2. Adherence to standards and guidelines noted in PBSOW. 3. 100% of physicians meet requirements. 4. Documentation provided by contractor before start of duty for 100% of physicians 5. Reports are complete and timely with 100% of reports completed by deadlines. 6. Less than 3 conduct complaints by patients or staff per month total among all physicians	1. Surveillance systems will include: • Periodic chart reviews • Review of morbidity and mortality reports • Review of error reports • Substantiated complaints • Random samples 2. Review of all concerns raised by staff, patients, or receiving facilities • Ongoing PI reviews. 3. Reports of medical record coders and radiology. 4. Medical Staff Office, Human Resources, and IT reporting. 5. ED Medical Director, COR, and Clinical Director reports. 6. No more than 3 failures per quarter to comply with documentation standards:	1. Payment of hourly rate; Successful evaluation using the CPARS; avoidance of cure notice; and avoidance of fee reimbursing the Government for services required due to deficiency.

	• Quarterly reports of provider • Certification/expiration dates for ATLS, ACLS, PALS, BLS; NRP and ALSO as recommended • Medical records documentation 6. Professional conduct of providers		☐ Signing off on lab, x-ray or imaging reports. ☐ Correcting charting errors ☐ Chart completions ☐ Three (3) valid complaints by patients or by staff of deficiencies regarding patient care, contractor behavior and/or professional demeanor during a 6-month period. ☐ No more than one failure per quarter to respond to professional improvement/quality assurance and periodic review reports.	

ATTACHMENT B

DEPARTMENT OF HEALTH & HUMAN SERVICES

Indian Health Service
Office of Management Services
Division of Acquisition Policy (DAP)
5600 Fishers Lane
Rockville, MD 20857

INDIAN HEALTH SERVICE
BUY INDIAN ACT
INDIAN ECONOMIC ENTERPRISE
REPRESENTATION FORM

SOLICITATION/SOURCES SOUGHT/RFI #: 75H71025Q00010

PROJECT TITLE: KAYENTA HEALTH SERVICE - ED PHYSICIAN

DATE: 10/04/2024

In accordance with 25 U.S.C. 47 the Buy Indian Act, the signature below constitutes self-certification that the Offeror meets the definition of an "Indian Economic Enterprise" (HHSAR 326.601) in response to this Sources Sought Notice, Request for Information (RFI) or Solicitation and resultant contract.

The enterprise must meet the definition of "Indian Economic Enterprise" throughout the following time periods:
(1) At the time an offer is made in response to this solicitation;
(2) At the time of contract award; and
(3) During the full term of the contract performance period. At any point during these periods, if the Contractor no longer meets the eligibility requirements, the contractor must provide immediate written notification to the Contracting Officer.

Individual Contracting Officers may require documentation of eligibility before awarding a set-aside or sole source contracts under the Buy Indian Act and awards may be subject to protest if the eligibility of the successful Offeror is in question. In addition to the self-certification requirements, successful Offerors must also be registered with the System of Award Management (SAM).

Any false or misleading information submitted by an enterprise when submitting an offer in consideration of an award set-aside under the authority of the Buy Indian Act is a violation of the law and punishable under 18 U.S.C. 1001. False claims submitted as part of contract performance are subject to the penalties enumerated in 31 U.S.C. 3729 to 3731 and 18 U.S.C. 287.

REPRESENTATION

The Offeror represents as part of its offer that it does _☐_, does not _☐_ meet the definition of an "Indian Economic Enterprise" with "Indian Ownership" under the authority of the Buy Indian Act.

Name of Federally Recognized Tribal Entity	**Name of the 51% owner of IEE Firm**
Business Name	**Certifying Signature**
DUNS Number	**Print Name**

SECTION E – SOLICITATION PROVISIONS

52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	FEB 1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Home | Acquisition.GOV

HHSAR | Acquisition.GOV

(End of Provision)

52.212-1	INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2023

52.212-2	EVALUATION – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2021

(a)The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Technical Capabilities to meet the government's need
2. Key Personnel qualifications IAW Attachment A - PWS
3. Past Performance
4. Price

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c)A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	MAY 2024

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through https://www.sam.gov. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) *Definitions*. As used in this provision—

Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended."Sensitive technology"—

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3)of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern—

(1) (i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b) (1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs NONE__.

[*Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that—

(i) It □ is, □ is not a small business concern; or

(ii) It □ is, □ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(2) *Veteran-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it □ is, □ is not a veteran-owned small business concern.

(3) *SDVOSB concern.* [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.*] The offeror represents that it □ is, □ is not an SDVOSB concern.

(4) *SDVOSB concern joint venture eligible under the SDVOSB Program.* The offeror represents that it □ is, □ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.*] [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(5) *Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it □ is, □ is not a small disadvantaged business concern as defined in 13 CFR 124.01.

(6) *Women-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it □ is, □ is not a women-owned small business concern.

(7) *WOSB joint venture eligible under the WOSB Program.* The offeror represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(8) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

Note to paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) *Women-owned business concern (other than small business concern*). [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it □ is a women-owned business concern.

(10) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(11) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents, as part of its offer, that–

(i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Representations required to implement provisions of Executive Order11246-(1) Previous contracts and compliance. The offeror represents that-

(i) It □ has, □ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It □ has, □ has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that-

(i) It □ has developed and has on file, □ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It □ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 http://uscode.house.gov/ U.S.C. 1352)*. (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms “commercially available off-the-shelf (COTS) item,” “critical component,” “domestic end product,” "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	**Country of Origin**

[*List as necessary*]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g) (1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	**Country of Origin**

[*List as necessary*]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	**Country of Origin**

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Israeli End Products:

Line Item No.

[*List as necessary*]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

[*List as necessary*]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin

[*List as necessary*]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689*). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals–

(1) □ Are, □ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) □ Have, □ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) □ Are, □ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]*

(1) *Listed end products.*

Listed End Product	**Listed Countries of Origin**

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) □ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) □ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror □ does □ does not certify that–

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003-4(d)(1).. The offeror □ does □ does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies–

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN) (* 26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other _____.

(5) *Common parent*.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation*. The Offeror represents that–

(i) It □ is, □ is not an inverted domestic corporation; and

(ii) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it □ has or □ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: □ Yes or □ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(*Do not use a "doing business as" name*)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that–

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that–

(i) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it □ is or □ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name:____.

(*Do not use a "doing business as" name*).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u) (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation*. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that–

(i) It□ does, □ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it □ does, □ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

The following Federal Acquisition Regulations provisions incorporated by reference also apply:

52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG 2020
52.204-24	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	OCT 2020

52.216-31	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS – COMMERCIAL ITEM ACQUISITION	FEB 2007

52.233-2	SERVICE OF PROTEST	SEPT 2006

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from *Jerlyn Begay, CO; Jerlyn.Begay@ihs.gov*

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

The following Department of Health and Human Services Acquisition Regulation provisions also apply:

352.239-73	ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY NOTICE	DEC 2015

52.226-7	INDIAN ECONOMIC ENTERPRISE REPRESENTATION	MAR 2022

(a) The offeror must represent as part of its offer that it does meet the definition of Indian Economic Enterprise (IEE) as defined in HHSAR 326.601 and that it intends to meet the definition of an IEE throughout the performance of the contract. The offeror must notify the contracting officer immediately, via email, if there is any ownership change affecting compliance with this representation.

(b) The representation must be made on the designated IHS Indian Economic Enterprise Representation form or any successor forms through which the offeror will certify that the ownership requirements defined by HHSAR 326.601 are met.

(c) Any false or misleading information submitted by an enterprise when submitting an offer in consideration for an award set-aside under the Buy Indian Act is a violation of the law punishable under 18 U.S.C. 1001. False claims submitted as part of contract performance are subject to the penalties enumerated in 31 U.S.C. 3729 to 3731 and 18 U.S.C. 287.

(End of provision)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00001	See Block 16C		

6. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

VISTA STAFFING SOLUTIONS INC 298265
Attn: LYNN HOLTON
VISTA STAFFING SOLUTIONS, INC.
2800 E COTTONWOOD PKWY STE 400
COTTONWOOD HEIGHTS UT 84121

CODE 298265 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
36F79720D0128
75H71023F80178

10B. DATED *(SEE ITEM 13)*
03/02/2023

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
2023.J54LRED.25223

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

UEI: CE11R34E5PA9
Order No. 75H71023F80178 is hereby modified to make the following changes:

--Period Of Performance End Date changed FROM 31-MAR-24 TO 30-SEP-24
--Buyer changed FROM Roxanne Franklin TO Amber Whitehair
--Contracting Officer changed FROM TANYA M JOHNSON to MISTY J BILLY

$2,268,746.00 Original Award Amount
$0.00 Supplemental Agreement for work within scope Mod #1
==========
$2,268,746.00 Revised Award Amount
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		MISTY J. BILLY	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Misty Billy *(Signature of Contracting Officer)*	03/28/2024

NAME OF OFFEROR OR CONTRACTOR
VISTA STAFFING SOLUTIONS INC 298265

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Discount Terms: HHS NET 30P Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 Appr. Yr.: 2023 CAN: J54LRED Object Class: 25223 Period of Performance: 04/01/2023 to 09/30/2024 Change Item 1 to read as follows(amount shown is the total amount):				
1	Physician Services All-Inclusive Hourly Rate: (b)(4) [redacted]				2,268,746.00
	ALL OTHER TERMS AND CONDITIONS TO REMAIN IN EFFECT.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00002	See Block 16C		

6. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

VISTA STAFFING SOLUTIONS INC 298265
Attn: LYNN HOLTON
VISTA STAFFING SOLUTIONS, INC.
2800 E COTTONWOOD PKWY STE 400
COTTONWOOD HEIGHTS UT 84121

CODE 298265 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
36F79720D0128
75H71023F80178

10B. DATED *(SEE ITEM 13)*
03/02/2023

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
2023.J54LRED.25223

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

UEI: CE11R34E5PA9
Order No. 75H71023F80178 is hereby modified to make the following changes:

--Per FAR 52.212-4(c) Changes; Change Period of Performance End Date FROM 09/30/2024 TO 10/31/2024

$2,268,746.00 Original Award Amount
$ 0.00 Supp. Agreement by Mod #1
$ 0.00 Supp. Agreement by Mod #2
==========
$2,268,746.00 Revised Award Amount
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
	MISTY J. BILLY

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Misty Billy *(Signature of Contracting Officer)*	08/30/2024

NAME OF OFFEROR OR CONTRACTOR
VISTA STAFFING SOLUTIONS INC 298265

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Discount Terms: HHS NET 30P Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 Appr. Yr.: 2023 CAN: J54LRED Object Class: 25223 Period of Performance: 04/01/2023 to 10/31/2024 Change Item 1 to read as follows(amount shown is the total amount):				
1	Physician Services All-Inclusive Hourly Rate: (b) (4) [redacted]				2,268,746.00
	ALL OTHER TERMS AND CONDITIONS TO REMAIN IN EFFECT				

352.237-75	KEY PERSONNEL	DEC 2015

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

Name: (b) (6)
Available Service Dates: 10/01/2024 to 10/31/2024
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 10/01/2024 to 10/31/2024
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 10/01/2024 to 10/31/2024
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 10/01/2024 to 10/31/2024
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 10/01/2024 to 10/31/2024
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 10/01/2024 to 10/31/2024
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 10/01/2024 to 10/31/2024
Agreed-upon Absence Date(s): N/A

(End of clause)

KSU-09	UNAUTHORIZED COMMITMENTS	SEP 2023

(a) Definitions.

Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determination and findings.

Ratification means the act of approving an unauthorized commitment by an official who has the authority to do so.

Unauthorized Commitment (UAC) means an agreement that is not binding solely because the Government representative who made it lacked the authority to enter into that agreement on behalf of the Government.

(b) Policy.

The Government is not bound by agreements with, or contractual commitments made to, prospective contractors by individuals who do not have delegated contracting authority. Unauthorized commitments do not follow the appropriate process for the expenditure of Government funds. Consequently, the Government may not be able to ratify certain actions, putting a contractor at risk for taking direction from a Federal official other than the contracting officer (see FAR 1.602-1) Government employees responsible for unauthorized commitments are subject to disciplinary action. Contractors perform at their own risk when accepting direction from unauthorized officials. Failure to follow statutory and regulatory processes for the expenditure of Government funds is a very serious matter.

(c) Procedure.

Any agreement, modification, or change to a contractual agreement made by a government personnel who lack authority will be deemed an unauthorized commitment. The Government is not liable to the Contractor or under the terms of the contract, financially or otherwise – unless the unauthorized commitment successfully passes the ratification process.

The ratification process does not have any lead time, nor does the Government make any promise that an unauthorized commitment will be ratified and, therefore, the Contractor would be paid. The Contractor proceeds at its own risk if any of the terms of the contract are altered, changed, or modified without the written concurrence by a Contracting Officer.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00003	See Block 16C		

6. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

VISTA STAFFING SOLUTIONS INC 298265
Attn: LYNN HOLTON
VISTA STAFFING SOLUTIONS, INC.
2800 E COTTONWOOD PKWY STE 400
COTTONWOOD HEIGHTS UT 84121

CODE 298265 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
36F79720D0128
75H71023F80178

10B. DATED *(SEE ITEM 13)*
03/02/2023

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
2023.J54LRED.25223

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

UEI: CE11R34E5PA9
Order No. 75H71023F80178 is hereby modified to make the following changes:

--Per FAR 52.212-4(c) Changes; Change Period of Performance End Date FROM 09/30/2024 TO 01/31/2025

$2,268,746.00 Original Award Amount
$ 0.00 Supp. Agreement by Mod #1
$ 0.00 Supp. Agreement by Mod #2
$ 0.00 Supp. Agreement by Mod #3
==========

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		JERLYN R. BEGAY	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	10/22/2024

NAME OF OFFEROR OR CONTRACTOR
VISTA STAFFING SOLUTIONS INC 298265

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	$2,268,746.00 Revised Award Amount Discount Terms: HHS NET 30P Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 Appr. Yr.: 2023 CAN: J54LRED Object Class: 25223 Period of Performance: 04/01/2023 to 01/31/2025 Change Item 1 to read as follows(amount shown is the total amount):				
1	Physician Services All-Inclusive Hourly Rate: (b)(4) [redacted] ALL OTHER TERMS AND CONDITIONS TO REMAIN IN EFFECT				2,268,746.00

352.237-75	KEY PERSONNEL	DEC 2015

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

Name: (b) (6)
Available Service Dates: 11/01/2024 to 01/31/2025
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 11/01/2024 to 01/31/2025
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 11/01/2024 to 01/31/2025
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 11/01/2024 to 01/31/2025
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 11/01/2024 to 01/31/2025
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 11/01/2024 to 01/31/2025
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 11/01/2024 to 01/31/2025
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 11/01/2024 to 01/31/2025
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 11/01/2024 to 12/31/2024
Agreed-upon Absence Date(s): N/A

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00004	See Block 16C	IHS1503958	

6. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

VISTA STAFFING SOLUTIONS INC 298265
Attn: LYNN HOLTON
VISTA STAFFING SOLUTIONS, INC.
2800 E COTTONWOOD PKWY STE 400
COTTONWOOD HEIGHTS UT 84121

CODE 298265 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
36F79720D0128
75H71023F80178

10B. DATED *(SEE ITEM 13)*
03/02/2023

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
2025.J54048K.25223

Net Increase: $1,217,448.96

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Bilateral; FAR 52.212-4 Alternate (i)(3) Ceiling Price

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

UEI: CE11R34E5PA9
Order No. 75H71023F80178 is hereby modified to make the following changes:

--Per FAR 52.212-4 Alternate (i)(3) Ceiling Price; Increase Amount by $1,217,448.96

$2,268,746.00 Original Award Amount
$ 0.00 Supp. Agreement by Mod #1
$ 0.00 Supp. Agreement by Mod #2
$ 0.00 Supp. Agreement by Mod #3
$1,217,448.96 Increase Amount by Mod #4
==========

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		JERLYN R. BEGAY	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	16C. DATE SIGNED 11/01/2024

NAME OF OFFEROR OR CONTRACTOR
VISTA STAFFING SOLUTIONS INC 298265

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	$3,486,194.96 Revised Award Amount Discount Terms: HHS NET 30P Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 Appr. Yr.: 2025 CAN: J54048K Object Class: 25223 Period of Performance: 04/01/2023 to 01/31/2025 Add Item 2 as follows:				
2	Additional Funding: Physician Services All-Inclusive Hourly Rate: (b)(4) [redacted] ALL OTHER TERMS AND CONDITIONS TO REMAIN IN EFFECT				1,217,448.96

352.237-75	KEY PERSONNEL	DEC 2015

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

Name: (b) (6)
Available Service Dates: 11/01/2024 to 01/31/2025
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 11/01/2024 to 01/31/2025
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 11/01/2024 to 01/31/2025
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 11/01/2024 to 01/31/2025
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 11/01/2024 to 01/31/2025
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 11/01/2024 to 01/31/2025
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 11/01/2024 to 01/31/2025
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 11/01/2024 to 01/31/2025
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 11/01/2024 to 01/31/2025
Agreed-upon Absence Date(s): N/A

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00005	See Block 16C		

6. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

VISTA STAFFING SOLUTIONS INC 298265
Attn: LYNN HOLTON
VISTA STAFFING SOLUTIONS, INC.
2800 E COTTONWOOD PKWY STE 400
COTTONWOOD HEIGHTS UT 84121

CODE 298265 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
36F79720D0128
75H71023F80178

10B. DATED *(SEE ITEM 13)*
03/02/2023

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c) Changes
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

UEI: CE11R34E5PA9
Order No. 75H71023F80178 is hereby modified to make the following changes:

--Per FAR 52.212-4 (c) Changes; Change the Period of Performance End Date FROM 01/31/2025 TO 04/30/2025

$2,268,746.00 Original Award Amount
$ 0.00 Supp. Agreement by Mod #1
$ 0.00 Supp. Agreement by Mod #2
$ 0.00 Supp. Agreement by Mod #3
$1,217,448.96 Increase Amount by Mod #4
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		JERLYN R. BEGAY	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	01/13/2025

NAME OF OFFEROR OR CONTRACTOR
VISTA STAFFING SOLUTIONS INC 298265

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	$ 0.00 Supp. Agreement by Mod #5 ========== $3,486,194.96 Revised Award Amount Discount Terms: HHS NET 30P Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 Period of Performance: 04/01/2023 to 04/30/2025 Change Item 1 to read as follows(amount shown is the total amount):				
1	Physician Services All-Inclusive Hourly Rate: (b)(4) [redacted] Accounting Info: 2023.J54LRED.25223 Appr. Yr.: 2023 CAN: J54LRED Object Class: 25223 Funded: $0.00				2,268,746.00
	Change Item 2 to read as follows(amount shown is the total amount):				
2	Additional Funding: Physician Services All-Inclusive Hourly Rate: (b)(4) [redacted] Accounting Info: 2025.J54048K.25223 Appr. Yr.: 2025 CAN: J54048K Object Class: 25223 Funded: $0.00				1,217,448.96
	ALL OTHER TERMS AND CONDITIONS TO REMAIN IN EFFECT				

352.237-75	KEY PERSONNEL	DEC 2015

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

Name: (b) (6)
Available Service Dates: 11/01/2024 to 04/30/2025
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 11/01/2024 to 04/30/2025
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 11/01/2024 to 04/30/2025
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 11/01/2024 to 04/30/2025
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 11/01/2024 to 04/30/2025
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 11/01/2024 to 04/30/2025
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 11/01/2024 to 04/30/2025
Agreed-upon Absence Date(s): N/A

(End of clause)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE	OF
IHS1461913	1	14

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
36F79720D0128		75H71023F80178		

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	ROXANNE FRANKLIN	928-697-4023	

9. ISSUED BY — CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:

☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)

NAICS: 561320
SIZE STANDARD: $30.0

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
☒ SEE SCHEDULE	HHS NET 30P	☐		☐RFQ ☐IFB ☐RFP

15. DELIVER TO — CODE 25

KAYENTA HEALTH CENTER
ATTN: EMERGENCY DEPARTMENT
Highway 160, South of Mile Post 394.3
Kayenta AZ 86033

16. ADMINISTERED BY — CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

17a. CONTRACTOR/ OFFEROR — CODE 298265 — FACILITY CODE

VISTA STAFFING SOLUTIONS INC 298265
Attn: LYNN HOLTON
VISTA STAFFING SOLUTIONS, INC.
2800 E COTTONWOOD PKWY STE 400
COTTONWOOD HEIGHTS UT 84121

TELEPHONE NO. 678-2184052

☐17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE IHSNAVAJO

IHSNAVAJO
P.O. BOX 9020
WINDOW ROCK AZ 86515

18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☒SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	UEI: CE11R34E5PA9 This is a Non-Personal Service task order issued against VA contract number 36F79720D0128, cited in block no. 2 of page 1. The Contractor shall provide licensed Physician healthcare providers in the delivery of patient care to the Kayenta Health Center Emergency Department in Kayenta, Arizona in accordance with the Performance Work Statement (PWS) directly related to this position description. *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
2023.J54LRED.25223

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
$2,268,746.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.
☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
	

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		TANYA M. JOHNSON	03/02/2023

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	********** NOTE TO VENDOR: Please reference the Purchase Order Number listed in Block #4 on all invoices related to this order. ********** **INVOICE SUBMISSION** The Contractor shall submit invoices in accordance with FAR Clause 52.212-4(g) uploading into www.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. Department of the Treasury?s IPP website that includes training materials: https://www.ipp.gov/vendors/training-vendors. Delivery: 03/31/2024 Appr. Yr.: 2023 CAN: J54LRED Object Class: 25223 Period of Performance: 04/01/2023 to 03/31/2024				
1	Physician Services Continued ...				2,268,746.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All-Inclusive Hourly Rate: (b) (4) [redacted] The selected Contractor's provider(s) will be subject to a pre-employment fingerprint check and background investigation. The selected Contractor's provider(s) are required to acquire pre-security and fingerprint clearance prior to beginning their tour of duty and incurring costs. The hourly rate listed herein is an All Inclusive Rate, meaning the Contractor is responsible for all costs associated with providing said services, i.e. travel, per diem, lodging/housing, etc. If Government housing becomes available, the provider shall contact the Kayenta Health Center Housing Services Department, and make rental/payment arrangements; telephone number (928) 697-5010. The Contractor is responsible for all applicable Federal, State and Local Taxes. Administrative Contracting Officer (CO): Roxanne Franklin, Contract Specialist, (928) 697-5075, Roxanne.Franklin@ihs.gov. Per FAR 2.101(b) the Contracting Officer (CO): only individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. Also is the only individual to authorize modifications to contracts and/or terms and conditions. Supervisory Point of Contact (SPOC): Anthony Griffay, ER Physician Supervisor, Telephone: (928) 697-4096, Anthony.Griffay@ihs.gov. The SPOC shall certify timesheets and invoices submitted prior to COR. Per FAR Subpart 1.602-2(d), the CO determines that this order requires a Contracting Officer Representative (COR). Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Primary Contract Officer Representative (COR): Sheila Denny, Level II, Contract Specialist, Telephone: (928) 697-5071, Sheila.Denny@ihs.gov. Secondary Contract Officer Representative (COR): Letina Honnie, Level I, Contract Officer Representative, Telephone: (928) 697-5072, Letina.Honnie@ihs.gov. COR: is primarily responsible for monitoring the technical progress including surveillance and assessment of performance under this task order. **INVOICE SUBMISSION** The Contractor shall submit invoices in accordance with FAR Clause 52.212-4(g) uploading into www.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 Department of the Treasury?s IPP website that includes training materials: https://www.ipp.gov/vendors/training-vendors Questions regarding payments, contact Finance at (928) 697-4386/4389. Invoices shall be submitted in accordance with the contract terms, i.e. payment schedule, progress payments, partial payments, deliverables, etc. All information set forth in FAR Clause 52.212-4(g), Invoice, must be included in all invoices for it to constitute a proper invoice. In accordance with OMB Memorandum, M-11-32, Agencies shall make payments to small businesses as soon as practicable, with the goal of making payments within 15 days of receipt of a proper invoice. If a small business contractor is not paid within this (15 day) accelerated period, the contractor will not be given a late-payment Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	interest penalty. Interest penalties, as prescribed by the Prompt Payment Act, remain unchanged by means of this memorandum. All small businesses shall label all invoices as ?Small Business.? Additionally, in accordance with OMB Memorandum, M-12-16, all prime contractors are encouraged to disburse funds received from the Federal Government to their small business subcontractors in a prompt manner. To assist prime contractors in expediting contractor payments to small business subcontractors, Agencies shall, to the full extent permitted by law, temporarily establish an earlier, accelerated date for making agency payments to all prime contractors. Consistent with OMB Memorandum M-11-32 above, Agencies shall have a goal of paying all prime contractors within 15 days of receiving proper documentation. In an effort to support small business growth, drive economic activity and job creation, the Contractor is encouraged to accelerate payments to their small business subcontractors. In accordance with the requirements of the Debt Collection Improvement Act of 1996, all payments under this order will be made by electronic funds transfer (EFT). The Contractor shall provide financial institution information to the Finance Office designated above in accordance with FAR 52.232-33 Payment by Electronic Funds Transfer ? System for Award Management. FAR CLAUSES: The following federal acquisition clauses will apply to the resultant contract. The full text of a clause may be accessed electronically at www.acquisition.gov 52.204-7 System Award Management (Oct 2018) 52.204-9 Personnel Identity Verification of Contractor Personnel (Jan 2011) 52.209-5 Certification Regarding Responsibility Matters (Oct 2015) 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony conviction under any Federal Law (Feb 2016) Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	52.212-4 Contract Terms and Conditions-Commercial Items (Nov 2021) 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Items (Jan 2022) 52.229-3 Federal, State, and Local Taxes (Feb 2013) 52.232-33 Payment by Electronic Funds Transfer System for Award Management (Jul 2013) 52.232-40 Providing Accelerated Payments to Small Business Sub-Contractors (Dec 2013) 52.237-2 Protection of Government Building, Equipment, and Vegetation (Apr 1984) 52.237-3 Continuity of Services (Jan 1991) HHSAR CLAUSES: 352.239-73 Electronic and Information Technology Accessibility Notice 352.239-74 Electronic and Information Technology Accessibility 352.232-71 Electronic Submission of Payment Requests (Feb 2022) (a) 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 requirements identified in FAR 32.905(b), ?Content of Invoices? and the applicable Payment clause included in this contract. (b)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 www.ipp.gov or any successor site. (c)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. (d)If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer?s written authorization with each payment request. Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Invoices shall be submitted in accordance with the contract terms, i.e. payment schedule, progress payments, partial payments, deliverables, etc. All information set forth in FAR Clause 52.212-4(g), Invoice, must be included in all invoices for it to constitute a proper invoice. In accordance with OMB Memorandum, M-11-32, Agencies shall make payments to small businesses as soon as practicable, with the goal of making payments within 15 days of receipt of a proper invoice. If a small business contractor is not paid within this (15 day) accelerated period, the contractor will not be given a late-payment interest penalty. Interest penalties, as prescribed by the Prompt Payment Act, remain unchanged by means of this memorandum. All small businesses shall label all invoices as Small Business. Additionally, in accordance with OMB Memorandum, M-12-16, all prime contractors are encouraged to disburse funds received from the Federal Government to their small business subcontractors in a prompt manner. To assist prime contractors in expediting contractor payments to small business subcontractors, Agencies shall, to the full extent permitted by law, temporarily establish an earlier, accelerated date for making agency payments to all prime contractors. Consistent with OMB Memorandum M-11-32 above, Agencies shall have a goal of paying all prime contractors within 15 days of receiving proper documentation. In an effort to support small business growth, drive economic activity and job creation, the Contractor is encouraged to accelerate payments to their small business subcontractors. In accordance with the requirements of the Debt Collection Improvement Act of 1996, all payments under this order will be made by electronic funds transfer (EFT). The Contractor shall provide financial institution information to the Finance Office designated above in accordance with FAR 52.232-33 Payment by Electronic Funds Transfer System for Award Management. Pre-Security/Fingerprinting must be cleared prior Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	to starting tour of duty and incurring costs. If contractor?s provider is selected, then the Contractor and provider shall provide the following Pre-Security/Fingerprinting documents. 1) Complete Resume 2) OIG Clearance 3) Licenses/Certifications (ACLS, PALS, BLS, TNCC, Diplomas etc.) 4) Copy of school transcripts 5) Declaration of Federal Employment (Typed/Original Signature) 6) Child Addendum (Typed/Original Signature) 7) OFI Form 86C 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011) (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201. (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government: (1) When no longer needed for contract performance. (2) Upon completion of the Contractor employees employment. (3) Upon contract completion or termination. (c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements. (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractors employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer. 52.237-7 Indemnification and Medical Liability Insurance (Jan 1997) (a) It is expressly agreed and understood that this is a nonpersonal 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 Contractors professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: $1,000,000 per occurrence; $3,000,000 aggregate. (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 Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	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 Governments 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. Department of Health and Human Services Applicable Clauses: 352.202-1 Definitions. (JAN 2006) 352.224-70 Privacy Act (DEC 2015) 352.226-1 Indian Preference (DEC 2015) 352.226-2 Indian Preference Program (DEC 2015) 352.237-70 Pro-Children Act. (Dec 2015) 352.237-71 Crime Control Act of 1990-Reporting of Child Abuse (Dec 2015) (a) Public Law 101-647, also known as the Crime Control Act of 1990 (Act), imposes responsibilities on certain individuals who, while engaged in a professional capacity or Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	activity, as defined in the Act, on Federal land or in a federally-operated (or contracted) facility, learn of facts that give the individual reason to suspect that a child has suffered an incident of child abuse. (b) The Act designates covered professionals as those persons engaged in professions and activities in eight different categories including, but not limited to, teachers, social workers, physicians, dentists, medical residents or interns, hospital personnel and administrators, nurses, health care practitioners, chiropractors, osteopaths, pharmacists, optometrists, podiatrists, emergency medical technicians, ambulance drivers, alcohol or drug treatment personnel, psychologists, psychiatrists, mental health professionals, child care workers and administrators, and commercial film and photo processors. The Act defines the term child abuse as the physical or mental injury, sexual abuse or exploitation, or negligent treatment of a child. (c) Accordingly, any person engaged in a covered profession or activity under an HHS contract or subcontract, regardless of the purpose of the contract or subcontract, shall immediately report a suspected child abuse incident in accordance with the provisions of the Act. If a child is suspected of being harmed, the appropriate State Child Abuse Hotline, local child protective services (CPS), or law enforcement agency shall be contacted. For more information about where and how to file a report, the Childhelp USA, National Child Abuse Hotline (1-800-4-A-CHILD) shall be called. Any covered professional failing to make a timely report of such incident shall be guilty of a Class B misdemeanor. (d) By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Act. The Act also applies to all applicable subcontracts awarded under this contract. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Act. Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	352.237-72 Crime Control Act of 1990-Requirement for Background Checks (Dec 2015) (a) Public Law 101-647, also known as the Crime Control Act of 1990 (Act), requires that all individuals involved with the provision of child care services to children under the age of 18 undergo a criminal background check. Child care services include, but are not limited to, social services, health and mental health care, child (day) care, education (whether or not directly involved in teaching), and rehabilitative programs. Any conviction for a sex crime, an offense involving a child victim, or a drug felony, may be grounds for denying employment or for dismissal of an employee providing any of the services listed above. (b) The Contracting Officer will provide the necessary information to the Contractor regarding the process for obtaining the background check. The Contractor may hire a staff person provisionally prior to the completion of a background check, if at all times prior to the receipt of the background check during which children are in the care of the newly-hired person, the person is within the sight and under the supervision of a previously investigated staff person. (c) By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Act. The Act also applies to all applicable subcontracts awarded under this contract. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Act. Health Insurance Portability and Accountability Act (HIPAA) The Indian Health Service (IHS) is required to comply with HIPAA in the provision of health care to IHS patients. HIPAA was implemented by the U.S. Department of Health and Human Services, Office of Civil Rights, under the Code of Federal Regulations, Part 160 and 164. Accordingly, all health care providers, including contracted health care providers are required to comply with HIPAA requirements (Full text will be Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	furnished upon request). FAR CLAUSES: 52.204-7 System Award Management (Oct 2018) 52.204-9 Personnel Identity Verification of Contractor Personnel (Jan 2011) 52.209-5 Certification Regarding Responsibility Matters (Oct 2015) 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony conviction under any Federal Law (Feb 2016) 52.212-4 Contract Terms and Conditions-Commercial Items (Nov 2021) 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Items (Jan 2022) 52.229-3 Federal, State, and Local Taxes (Feb 2013) 52.232-33 Payment by Electronic Funds Transfer System for Award Management (Jul 2013) 52.232-40 Providing Accelerated Payments to Small Business Sub-Contractors (Dec 2013) 52.237-2 Protection of Government Building, Equipment, and Vegetation (Apr 1984) 52.237-3 Continuity of Services (Jan 1991) HHSAR CLAUSES: 352.239-73 Electronic and Information Technology Accessibility Notice 352.239-74 Electronic and Information Technology Accessibility 352.232-71 Electronic Submission of Payment Requests (Feb 2022) (a) 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 requirements identified in FAR 32.905(b), ?Content of Invoices? and the applicable Payment clause included in this contract. (b)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 Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	information, is available at www.ipp.gov or any successor site. (c)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. (d)If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer?s written authorization with each payment request. LIST OF ATTACHMENTS: -Performance Work Statement (PWS) No.: ERPHY23 The total amount of award: $2,268,746.00. The obligation for this award is shown in box 26.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00006	See Block 16C		

6. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

VISTA STAFFING SOLUTIONS INC 298265
Attn: LYNN HOLTON
VISTA STAFFING SOLUTIONS, INC.
2800 E COTTONWOOD PKWY STE 400
COTTONWOOD HEIGHTS UT 84121

CODE 298265 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
36F79720D0128
75H71023F80178

10B. DATED *(SEE ITEM 13)*
03/02/2023

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c) Changes
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

UEI: CE11R34E5PA9
Order No. 75H71023F80178 is hereby modified to make the following changes:

--Per FAR 52.212-4 (c) Changes; Change the Period of Performance End Date FROM 04/30/2025 TO 06/30/2025.

$2,268,746.00 Original Award Amount
$ 0.00 Supp. Agreement by Mod #1
$ 0.00 Supp. Agreement by Mod #2
$ 0.00 Supp. Agreement by Mod #3
$1,217,448.96 Increase Amount by Mod #4
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		JERLYN R. BEGAY	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	03/10/2025

NAME OF OFFEROR OR CONTRACTOR
VISTA STAFFING SOLUTIONS INC 298265

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	$ 0.00 Supp. Agreement by Mod #5 $ 0.00 Supp. Agreement by Mod #6 ========== $3,486,194.96 Revised Award Amount Discount Terms: HHS NET 30P Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 Period of Performance: 04/01/2023 to 06/30/2025 Change Item 1 to read as follows(amount shown is the total amount):				
1	Physician Services All-Inclusive Hourly Rate: (b)(4) [redacted] Accounting Info: 2023.J54LRED.25223 Appr. Yr.: 2023 CAN: J54LRED Object Class: 25223 Funded: $0.00				2,268,746.00
	Change Item 2 to read as follows(amount shown is the total amount):				
2	Additional Funding: Physician Services All-Inclusive Hourly Rate: (b)(4) [redacted] Accounting Info: 2025.J54048K.25223 Appr. Yr.: 2025 CAN: J54048K Object Class: 25223 Funded: $0.00				1,217,448.96
	ALL OTHER TERMS AND CONDITIONS TO REMAIN IN EFFECT				

352.237-75	KEY PERSONNEL	DEC 2015

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

Name: (b) (6)
Available Service Dates: 05/01/2025 to 06/30/2025
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 05/01/2025 to 06/30/2025
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 05/01/2025 to 06/30/2025
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 05/01/2025 to 06/30/2025
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 05/01/2025 to 06/30/2025
Agreed-upon Absence Date(s): N/A

Name: (b) (6)
Available Service Dates: 05/01/2025 to 06/30/2025
Agreed-upon Absence Date(s): N/A

(End of clause)

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1.0 GENERAL:

This performance work statement describes the requirements of a non-personal service contract for the provision of EMERGENCY PHYSICIAN SERVICES for the Indian Health Services (IHS), Navajo Area Indian Health Service (NAIHS), and Kayenta Health Center (KHC) Emergency Department and Inscription House Urgent Care Clinic. The contractor shall provide a physician to cover these services at a fixed hourly rate.

1.1 BACKGROUND:

The IHS is the agency within the Department of Health and Human Services responsible for providing federal healthcare services to American Indians and Alaska Natives. The IHS is the principal federal health care provider and health advocate for Indian people and its goal is to raise their health status to the highest possible level. The IHS provides a comprehensive health service delivery system for approximately 1.9 million American Indians and Alaska Natives who belong to 564 federally recognized tribes in 35 states. The goal is to insure comprehensive and quality Emergency Physician services are available to the community served by KHC.

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

The KHC Emergency Department (ED) is currently a free-standing ED, without a local hospital, at a site shared with clinics providing outpatient services. The ED is in operation 24 hours a day, 7 days a week, 365 days per year. In July 2016, KHC moved into a new facility, and ED visits have increased steadily and reached slightly above 1800 in CY2019 or about 1500 patients a month. In the near future, an in-patient unit is expected to open, and the ED will no longer be free-standing but a component of a short stay hospital.

The Inscription House Center is a satellite clinic of KSU and its Urgent Care Clinic provides a more limited level of care than the Emergency Department and is open 0800 to 1700 Monday through Friday. IHHC is located approximately 45 minutes by car from KHC.

1.2 SCOPE:

The Contractor shall provide Emergency medicine physician services in accordance with section 5.0, performance based requirements.

1.2.1 **Duties and responsibilities** will encompass outpatient Emergency Medicine and urgent care services to IHS patients. The contractor reports to the Emergency Department Supervisor Physician. These services may in an emergency situation occasionally require accompanying patient in ground transportation assets owned by IHS or private entities.

1.2.2 **Place of Performance:** The Contract shall provide Emergency Medicine or Urgent Care services as required at the Kayenta Service Unit or IHHC as scheduled with the Emergency Department Supervisor Physician.

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

1.3 APPLICABLE DOCUMENTATION:

1.3.1 Section 231 of Public Law 101-6&7, the Crime Control Act of 1990.

1.3.2 Section 4087 of Public Law 101-630, the Indian Child Protection and Family Violence Act.

1.3.3 Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI).

1.3.4 Privacy Act of 1974.

1.3.5 Service Unit and Health Center Policies, Procedures and Protocols.

1.3.6 Public Law 102-573, Indian Health Care Improvement Act, Section 222

1.3.7 42 Code of Federal Regulations (CFR) 136.11-136.21 Contract Health Care Services.

1.3.8 Public Law 93-638, Indian Self-Determination Act

2.0 DEFINITIONS:

2.1 **Acceptance:** An authorized representative of the Government has inspected and agreed that the work meets all requirements of this contract, to include documentation requirements

2.2 **Advanced Life Support (ALS):** Emergency medical care for sustaining life, including defibrillation, airway management, and drugs and medications.

2.3 **Advanced Life Support for Obstetrics (ALSO):** An advanced level of hospital care

and procedures to effectively manage potential emergencies during the perinatal period.

2.4 Approval: The Government has reviewed submittals, deliverables, or administrative documents (e.g., insurance certificates, installation schedules, planned utility interruptions, etc.) and has determined the documents conform to contract or contract requirements. Government Approval shall not relieve the Contractor from responsibility for complying with contract requirements.

2.5 Active Labor: Contractions less than (<) 5 minutes apart and/ or greater than (>) 4 cm dilation.

2.6 Award Term Plan: Relative to Performance Based Contracting and rewarding the Contractor for satisfactory performance with option of contract term extension.

2.7 Basic Life Support (BLS): A specific level of pre-hospital medical care provided by trained and certified responders, including Emergency Medical Technicians (EMTs). BLS consists of a number of life-saving techniques e.g. the use of airway adjuncts such as respirators, emergency oxygen therapy; application of Cardiopulmonary resuscitation and other non-invasive emergency procedures.

2.8 CMS: Centers for Medicare & Medicaid Services.

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

2.10 Contracting Officer Representative (COR): A federal employee who assists the ordering/issuing activity-contracting officer in the administration of task orders issued under this contract. The PO is primarily responsible for the day-to-day program management of the ordering activity's task or delivery orders.

2.11 Contractor: The individual/company awarded this contract.

2.12 CPARS: Contractor Performance Assessment Reporting System**.** A web-enable system with electronic workflow that reports and rates Contractor performance.

2.13 EHR: Electronic Health Record

2.14 Eligible Beneficiaries: Services will be made available, as medically indicated to persons of Indian descent belonging to the Indian community served by the local facilities and program. Services will also be made available, as medically indicated, to a non-Indian woman pregnant with an eligible Indian's child but only during the period of her pregnancy through postpartum (generally about six weeks after delivery)

2.15 EMTALA: Emergency Medical Treatment And Labor Act

2.16 Emergency Medical Service (EMS): Those services that do qualify for basic life support or advance life support.

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

2.18 Health insurance portability and accountability act (HIPAA) - Acronym that stands for the Health Insurance Portability and Accountability Act, a US law designed to provide privacy standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals and other health care providers. Developed by the Department of Health and Human Services.

2.19 IHS PRC eligible beneficiaries – Services will be made available, as medically indicated to persons of Indian descent belonging to an Indian community served by the local facilities and program. Services will also be made available, as medically indicted, to a non-Indian woman pregnant with an eligible Indian's child but only during the period of her pregnancy through postpartum (generally about 6 weeks after delivery.)

2.20 Inter-facility: Between two health facilities.

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

2.22 Ordering Activity Contracting Officer: An employee of IHS authorized and warranted to issue task orders and to make subsequent task order modification(s) under this contract. The Ordering Activity CO has the authority to make initial determinations on all matters of dispute regarding task orders.

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

2.24 Purchased/Referred Care (PRC): Health Services provided at the expense of the Indian Health Service (IHS) provided by public or private medical or hospital facilities other than those of the service.

2.25 Quality Assurance Surveillance Plan (QASP): An organized written document

prepared and used by the Government for Quality Assurance surveillance of the contractor's performance.

2.26 RN: means the same as a Registered Nurse.

2.27 Root Cause: A situation where performance does not meet expectations. Cause suggests responsibility or a factor to blame for a problem.

2.28 Sentinel Event: An event/incident that is unique and not planned for. JCAHO definition: unexpected occurrence resulting in death or serious physical injury or the risk there of.

2.29 Service Unit: A facility that houses Service Unit administrative staff and is responsible for the administration, coordination, and implementation of the Indian Health program/s in a designated geographic portion of the Area.

2.30 Task Order: An order issued in accordance with the terms of the contract and ordering activity's specific requirements. An ordering activities written order to obtain services, at a minimum will include the following where applicable: description of services, skill categories, hours, price, period of performance, contract number, and the ordering activities task or delivery order number.

2.31 Verifiable Emergency: An unexpected/unplanned episode requiring valid documentation to confirm the occurrence.

3.0 GOVERNMENT FURNISHED INFORMATION, PROPERTY AND SERVICES:

3.1 Information: Government unique information related to this requirement, which is necessary for Contractor performance, will be made available to the Contractor. The Contracting Officer or designee will be the point of contact for identification of any required information to be supplied by the Government. The contract physicians must complete orientation (typically 8 hours) prior to working in the Emergency Department.

3.2 Joint Use by the Government and the Contractor: The Government will provide, for joint use by the Government and the Contractor, all necessary equipment, supplies, and clinic space to perform the services under this contract.

3.3 Contractor Exclusive Use:

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

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

4.0 CONTRACTOR FURNISHED INFORMATION, PROPERTY AND SERVICES:

4.1 Electronic Prescribing of Controlled Substances Token

Arizona will require electronic prescription of controlled substances starting Jan 1st 2020. To comply with that mandate, KSU has initiated Electronic Prescribing of Controlled Substances (EPCS). EPCS requires providers to use a digital signing token as a component of the "two-factor" identification.

Effective January 1st 2021, KSU will require that all contracting providers possess a digital signing token for EPCS use. This will now be considered a requirement for employment; KSU will no longer purchase them for contractors.

KSU recommends IdenTrust as a source for the digital signing token. The cost is approximately $175; however the good news is that the token will be valid for two years and also it can be used at other IHS facilities who use the same EHR/RPMS system (i.e. you do NOT need to purchase additional tokens if you contract at other IHS facilities).

Information and instructions for obtaining a digital signing token from IdenTrust will be provided to each provider prior to their orientation by the Pharmacy. To simplify this process, once the contractor has their security profile verified and receives their token from IdenTrust, KSU can complete the token initialization process when the contractor arrives on site.

5.0 PEFORMANCE-BASED REQUIREMENTS:

The Contractor shall provide Emergency Physician Services for the Emergency Department at the Kayenta Health Center. The following are the elements of service called for under this contract. This PBSOW describes the desired service outcome; in their proposal, the Contractor shall specify how each outcome is to be achieved, including relevant logistics, and contingency plans to achieve each element in case of unforeseen circumstances. The Contractor's performance will be evaluated in accordance with the standards set forth in the Performance-based Matrix of paragraph 8.0.

5.1 The Contractor performed Emergency Physician Services

5.1.1 Kayenta Health Center needs Emergency Department operates 24 hours a days with 48 hours of physician services each day. That is a total need of 21,900 total hours a year, which is a combination of IHS or PHS employee and contract physician's hours. The contract hours needed will could increase or decrease if there is a change in the number of permanent KHC ED physicians or an unexpected need for more urgent care hours. The hours for each shift may change according to the needs of the ED/UC and patient population.

5.1.2 In addition to at least one physician on duty in the KHC-ED, there must always be a second physician available for back-up at all times, on all days. During double coverage hours, the second physician on duty in the ED may serve as the backup physician, but during single coverage hours, there must always be at least one other Contract physician immediately available to come in to provide backup. This is normally covered by the Evening shift provider but can be covered by another if arranged ahead of time with the Department Supervisor.

5.1.3 While emergency medicine residency training is not required of all providers (see Qualification Requirements), it is recommended that at least one of the physicians working during each 24-hour period must be emergency medicine residency-trained. .The ED physicians must provide back up for each other in the event of major emergencies, such as multi-victim trauma, overwhelming patient volume, and obstetrical emergencies, where additional help assures better patient care and throughput. This occurs most frequently with women in labor who are deemed safe to transport to a higher level of care but who may require medical support in the event of a precipitous delivery. Callback is expected in these situations because the ER cannot be left without physician coverage.

5.1.4 The contractor's plan should include a strategy for sufficient physician coverage to meet patient needs (including seasonal volume changes), be available at all times for callbacks, provide support in the event of major emergencies, and to cover unanticipated gaps in ER physician coverage (that is, those caused by flight delays and so forth). To meet these needs, there must never be a time when there is only one Contract physician in Kayenta. In addition to at least one physician on duty in the KHC-ED, there must always be at least a second physician available for back-up at all times, on all days. During double coverage hours, the second physician on dutyin the ED may serve as the backup physician, but during single coverage hours, there must always be at least one other Contract physician immediately available to come in to provide backup. Exceptions are only acceptable if alternative arrangements are previously made with and approved by the KHC-ED Medical Director or KHC Clinical Director.

5.1.5 New-provider orientation and training may be scheduled for 1-5 days. A portion of the orientation will be on-line learning to be completed before the arrival of the physician.

5.1.6 Kayenta is open to considering a variety of staffing models, but no physician should be scheduled for more than a 12-hour shift or back-to-back shifts without time for rest and recovery.

5.1.7 The contractor shall communicate with the medical control for the Navajo Nation Emergency Medical Service and with the Ground Transport

contractor stationed in Kayenta, AZ, and in accordance with KHC policies and procedures as needed.

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5.2 Work Schedule:

ED shifts currently run from 7 AM to 7 PM (day shift), 7 PM to 7 AM (night shift), 9 AM to 9 PM (Morning) and 2 PM to 2 AM. (Evening). There is frequently an additional 11 AM to 11 PM (swing shift) to provide extra coverage for the busiest hours. All services shall be provided on an as needed basis as scheduled by the ED Department supervisor or appointee.

6.0 Qualification Requirements: The Contactor shall meet the following requirements throughout the term of the contract.

6.1 Experience. The Contractor shall provide physicians to perform the necessary medical care for patients in a variety of emergency department situations such that at least one physician is on duty at the KHC-ED at all hours of all shifts. The Contractor physicians shall provide immediate medical evaluation, examination, diagnosis, treatment, and/or referral of patients who present for care in the KHC emergency services area. The Contractor physician shall provide professional advice to personnel in emergency situations with regard to professional management of patients being treated and/or hospitalized. Contractor physician care shall cover the range of emergency department care typically provided in a rural civilian practice of similar size. The following list is an example of the types of cases, but is not all-inclusive:

A. Major trauma, including fractures of multiple extremities, stab wounds, open wounds of the chest and abdomen, head trauma, suspected spine injuries, lacerations, amputations;
B. Major medical emergencies such as cardiac arrest, myocardial infarction, respiratory failure, shock, diabetic ketoacidosis;
C. Obstetrical emergencies such as deliveries of single or multiple births, acute pregnancy complications, vaginal bleeding;
D. Pediatric emergencies
E. Acute psychiatric problems, including suicide attempts
F. Lower-acuity complaints including viral illnesses, other infections, minor orthopedic problems, minor trauma, alcohol abuse;
G. The contracted physician shall be responsible providing Emergency Department coverage for the inpatient service once established until the inpatient physician becomes available.
H. External cardiac pacing, endotracheal intubation with the use of appropriate anesthesia, procedure sedation, thoracentesis, tube and/or needle thoracotomy, cricothyrotomy, vaginal delivery, peritoneal lavage, laceration repair, reduction and stabilization of fractures and dislocations, arthrocentesis, paracentesis, lumbar puncture, intraosseous cannulation, use of ultrasound for the FAST exam, limited interpretation of radiographs, ultrasounds, and CT studies, electrocardiograms and administration of thrombolytics.

6.2 **Quality of care by physicians:** Contractor physicians shall practice in adherence to typical standards and guidelines as defined by, but not limited to, KSU Governing Board bylaws, KHC Medical Staff bylaws, rules, policies and procedures, KHC ED policies and procedures, Indian Health Service, Centers for Medicare and Medicaid Services (CMS), the Joint Commission (TJC), applicable state licensure boards, and applicable federal authorities (e.g., IHS, DEA, etc.)

6.3 **Documentation of care by physicians:** Contract physicians shall generate and maintain proper medical record information on beneficiaries to whom treatment is provided in accordance with Indian Health Service (IHS), TJC, and CMS regulations. The Contractor physician shall prepare all medical record documentation to meet or exceed the established standards of the IHS facility to include, but not limited to: timeliness, legibility, accuracy, content, and signature. Contractor physicians shall complete all third party reimbursement forms. All medical record information and documentation generated in the performance of this contract must be completed at the time of departure and will remain the property of and subject to the exclusive control of the IHS. The contractor physician is responsible for following up all ordered laboratory and x-ray tests. Contract physicians are expected to use the Electronic Health Records for entry of their documentation where applicable. The Health Information Department shall be notified in advance of the contractor providers last workday. Failure to properly complete medical record documentation before leaving may result in a delay or failure of the processing of all invoices from the contractor. The contractor shall establish a reporting system that includes significant findings, major problems encountered, and plans for their resolution.

6.4 **Physician qualifications, credentials, and competencies:** Contract physicians shall meet the following requirements throughout the term of the contract:

6.4.1 **Experience:** The Contractor shall ensure that all Contract physicians are trained and licensed to perform Emergency Physician Services.

6.4.2 **Licensure:** The Contractor shall ensure that all Contract physicians hold a valid, active, and unrestricted physician license in at least one state.

6.4.3 **Certifications**: The Contractor's physician performing services under this contract shall be certified in ATLS, ACLS, PALS, BLS. NRP and ALSO strongly recommended for Family Practice Trained providers and required for all others.

6.4.4 **Physician qualifications:** The contractor's personnel performing services under this contract shall be qualified by at least one of the following routes (Note: Only accept residency training from a program

certified by the ACGME or AOA and board certification through specialty boards approved by the American Board of Medical Specialties or AOA):

A. Satisfactory completion of an Emergency Medicine with either current ABEM or ACOEM emergency medicine board certification or planned certification within 18 months of completing residency or fellowship training.

B. Satisfactory completion of an approved Family Practice residency and ABFP board certification family medicine and 2000 hours, one-year full time or equivalent of independent practice providing care as an emergency department physician.

C. Providers with satisfactory completion of an approved residency and board certification in another specialty and 7500 hours, three and half years of full time or equivalent of independent practice providing care as an emergency department physician; or no board certification may be considered if they have 10,000 hours or five years of full time experience as Emergency Physicians with commensurate volume and acuity. This is subject to COR or designee review and limited to situations in which no more highly qualified individuals are available. If the provider demonstrates a high degree of competency in the Kayenta Health Center Emergency Department the COR may, upon the recommendation of the Emergency Department Medical Director and Medical Staff, determine that this provider may be considered on a continuous part time basis.

D. Providers who are already credentialed at the Kayenta Service Unit and approved by the COR or designee.

E. Providers with lapsed board certification in one of the above categories may be considered, subject to COR or designee review, if they are currently eligible for board certification according to the standards defined by the relevant boards for their specialty.

6.4.5 **Core privileges:** Core privileges include those necessary for initial evaluation and management, to include identification, stabilization and treatment of acute illness and injury of patients of any age. This includes life- threatening illness or injury.

6.4.6 **Competencies:** The Contractor's personnel performing services under this contract shall be proficient in essential emergency medicine skills demonstrable by one of the following:

A. Completion of an emergency medicine residency within the last 4 years.

B. Presentation of a log documenting skill performance during the last 2 years.
C. Copies of skill competency documentation from other facilities within the last 2 years.
D. Signed attestation summarizing skill performance during the last 2 years.
E. Presentation of CME documentation from courses providing hands-on training and evaluation of skill performance within the last year.
F. A combination of the above.
G. In order to establish and maintain core competencies, contract physicians will be required to spend 1-2 hours per month in on-line or hands-on-training arranged with the ED Medical Director.

6.5 **CME**: Documentation of continuing medical education (CME) is not required if within one year after graduating from an Emergency Medicine or Family Practice residency. Otherwise, a report documenting an average of 30 hours of CME per year in Emergency Medicine for the past three years is required.

6.6 **Contractor documentation requirements:** For each Contract physician, Contractor shall provide initial evidence of each of the above required qualifications, credentials, and competencies. In addition, Contractor shall provide, to the COR or designee, a roster that provides Contract physician names, certification number and certification expiration date. The Contractor shall furnish, to the COR or designee, copies of renewals of any licenses and certifications for all employees providing services under this contract.

6.6.1 The Contractor shall be required to maintain records that document the competence and performance level of Contractor employees working on this contract, consistent with current TJC, CMS, and other regulatory and/or accrediting body requirements. The Contractor shall provide a current copy of the competence and performance assessments to the Service Unit Clinical Director for each Contractor physician completing assignment in the Kayenta Emergency Department.

6.6.2 Documentation for credentialing of new physicians:
Except when unavoidable due to urgent unanticipated needs, the Contractor will provide the information required for credentialing of any new contract physician four weeks prior to their scheduled start date. Contractors must complete on-line mandatory trainings prior to arrival.

6.7 **Response to Reports:** The Contractor shall cooperate with the KSU Clinical Director and the KSU Emergency Department Medical Director in resolving issues with contract physician deficiencies with respect to:

A. Clinical and Records management Error Reports
B. Morbidity/Mortality Review Reports
C. Ongoing and Focused Peer Reviews
D. Provider certifications expiration dates.
E. Performance Improvement Reviews.

6.8 **Conduct:** Contractor physicians shall interact in a professional manner with patients, colleagues and co-workers.

6.9 **New Employee Orientation**: Contract physician/providers must attend one day of new employee orientation and complete requested on-line trainings. The Contractor shall complete the Information Systems Security Awareness (ISSA) training within 24 hours of start date.

6.10 **Background Checks:** The Contractor shall comply with Agency Personal Identity Verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201; this includes fingerprinting guidelines. As directed by the Contracting Officer, the Contractor shall provide all requested information necessary to perform Level I and Level II background checks. The Contractor shall comply with the requirement to obtain security investigations. The Contractor shall work with the IHS to ensure that the pre-employment screening process includes the appropriate investigation questionnaires and forms to be completed. All completed forms will be reviewed by the Contractor and forwarded to the Government Personnel. The Contractor will be immediately removed from the position if at any time the investigation receives unfavorable adjudication, or, if other unfavorable information that would affect the investigation becomes known. If FSS Contract was initiated before 10/29/2010, then fingerprint clearance can be submitted when provider first arrives on-site. If FSS Contract was initiated after 10/29/2010, then fingerprint clearance must be approved before tour of duty begins, UNLESS your FSS contract contains a Background Investigations clause, then fingerprint clearance can be submitted when provider first arrives on-site.
The Contractor shall turn in all Human Resource application forms to Clinical Department at least 5 days prior to beginning tour of duty. Clinical Department will forward forms to the local Human Resource Department. Have two (2) forms of Identification.

6.11 **Immunizations:** The contractor shall provide proof of employee immunizations for:

- Immunity to Rubella, Mumps, Measles, Varicella
- Immunity to Hepatitis B or a signed declination statement
- Tetanus Diphtheria (Td) within the last 5 years and Tdap in the past
- Documentation of receiving a TB Mantoux skin test (PPD) within the past 12 months with documentation of follow-up for a positive test.

7.0 Indemnification and Insurance

7.1 **FAR 52.237-7 Indemnification and Medical Liability Insurance (Jan 1997)**

(a) It is expressly agreed and understood that this is a non-personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: * _$1,000,000.00_____.

(b) An apparently successful offer, or upon request, the Contracting Officer, shall be furnished, prior to contract award, evidence of the Contractor's insurability concerning the medical liability insurance required by paragraph (a) of this clause prior to the commencement of services under this contract.

(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. If 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.

(d)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.
(e)The Contractor shall insert the substance of this clause, including this paragraph, 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.

7.2 Contractor staff Indemnification/Insurance: If the acuity of the patient requires the contractor's staff to assist and work with IHS staff at the patient's bedside, the contractor shall provide liability insurance coverage for their staff while working in the IHS facility, and shall indemnify the NAIHS facility and staff from all claims resulting from the performance of contractor's employees

8.0 Challenges to Conflicts: For any inconsistency between supervisor directions, this Performance Work Statement, attachments and exhibits, the following order of precedence will apply:

(a) First Priority: Supervisor's directions
(b) Second Priority: Position Description (attached)
(c) Third Priority: Performance Work Statement Exhibits
(d) Fourth Priority: Performance Work Statement Narrative

9.0 52.249-12 Termination (Personal Services) (Apr 1984): The Government may terminate this contract at any time upon at least 15 days' written notice by the Contracting Officer to the Contractor. The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least 15 days' written notice to the Contracting Officer.

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

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

10.1 Attachments

Position Description (Service Unit specific)

10.2 Written Competency Assessments

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

11.0 PERFORMANCE-BASED MATRIX

PERFORMANCE OBJECTIVES	INDICATOR	PERFORMANCE STANDARD	SURVEILLANCE PLAN	CONTRACTOR INCENTIVE
The Contractor shall provide quality Emergency Department Physician services for the Emergency Department at the Kayenta Health Center on an "as needed" basis. This will include full spectrum of emergency and urgent care. The physicians shall also be responsible for transfers (as medically indicated) and provision of emergency care to inpatients as needed.	1. Adequate staffing and on-call support to meet performance requirements 2. Quality of care Contractor physician shall provide immediate medical evaluation, treatment, and/or referral of patients who present for care at KHC Emergency Services area. The emergency medical care provided shall cover the range of emergency care typically provided in a rural civilian practice of similar size and remoteness. 3. Documentation of care with the contractor physicians using the electronic health record (EHR) for medical records documentation. 4. Physician qualifications, credentials, competencies 5. Error reports:	1. No coverage gaps 2, 3. Adherence to standards and guidelines noted in PBSOW. 4. 100% of physicians meet requirements. 5. Documentation provided by contractor before start of duty for 100% of physicians 6. Reports are complete and timely with 100% of reports completed by deadlines. 7. Less than 3 conduct complaints by patients or staff per month total among all physicians	1. Surveillance systems will include: • Periodic chart reviews • Review of morbidity and mortality reports • Review of error reports • Substantiated complaints • Random samples 2. Review of all concerns raised by staff, patients, or receiving facilities • Ongoing PI reviews. 3. Reports of medical record coders and radiology. 4. Medical Staff Office, Human Resources, and IT reporting. 5. ED Medical Director, COR, and Clinical Director reports. 6. No more than 3 failures per quarter to comply with documentation standards:	1. Payment of hourly rate; Successful evaluation using the CPARS; avoidance of cure notice; and avoidance of fee reimbursing the Government for services required due to deficiency.

	• Quarterly reports of provider • Certification/ expiration dates for ATLS, ACLS, PALS, BLS; NRP and ALSO as recommended • Medical records documentation 6. Professional conduct of providers		• Signing off on lab, x-ray or imaging reports. • Correcting charting errors • Chart completions • Three (3) valid complaints by patients or by staff of deficiencies regarding patient care, contractor behavior and/or professional demeanor during a 6-month period. • No more than one failure per quarter to respond to professional improvement/quality assurance and periodic review reports.	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE	OF
IHS1511498	1	38

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
	04/07/2025	75H71025P00569	75H71025Q00010	10/07/2024

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	ADRIAN SEGAY	505-339-9474	MT

9. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:

☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)

NAICS: 621111

SIZE STANDARD: $16

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
☒ SEE SCHEDULE	HHS NET 30P	☐		☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO CODE

Kayenta Health Center
Highway 160, Mile Post 394.3
Kayenta AZ 86003

16. ADMINISTERED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

17a. CONTRACTOR/ OFFEROR CODE 292881 FACILITY CODE

BAY AREA ANESTHESIA LLC 292881
Attn: JACKSON WEAVER
dba: Worldwide Medical Services, LLC
1839 S ALMA SCHOOL RD STE 335
MESA AZ 85210

TELEPHONE NO. 480-7197256

☐ 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE IHSNAVAJO

IHSNAVAJO
P.O. BOX 9020
WINDOW ROCK AZ 86515

18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☒ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	UEI: NHBEN7FLTDR8 *This is an ISBEE Award* This contract is subject to the electronic payment process by the Department of Treasury. All invoices complying to the requirements at 52.212 4(g) must be submitted through www.ipp.gov. For additional information, refer to the incorporated clause at 352.232 71 Electronic Submission of Payment Requests (FEB 2022). *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
2025.J54048K.25223

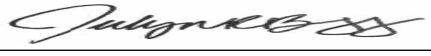
26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
$851,760.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
	

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		JERLYN R. BEGAY	04/07/2025

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	2025 AAP Tracking No.: 2025-AAP-KSU-SV-0027 Appr. Yr.: 2025 CAN: J54048K Object Class: 25223 Period of Performance: 07/01/2025 to 12/31/2025				
1	Base Period: Contractor shall provide Emergency Department Physician Services in the delivery of patient care at Kayenta Health Center, Kayenta, Arizona 86003. Regular Rate Hours: (b) (4) Bill Rate: (b) (4) (The bill rate is an all inclusive rate including all applicable taxes with no special pay for holidays or additional hours.) This is a labor-hour CLIN with not-to-exceed value of $851,760.00 that the Contractor exceeds at its own risk.				851,760.00
2	Option Period 1: Continued ...				0.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR
BAY AREA ANESTHESIA LLC 292881

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Contractor shall provide Emergency Department Physician Services in the delivery of patient care at Kayenta Health Center, Kayenta, Arizona 86003. Regular Rate Hours: (b) (4) Bill Rate: (b) (4) (The bill rate is an all inclusive rate including all applicable taxes with no special pay for holidays or additional hours.) This is a labor-hour CLIN with not-to-exceed value of $851,760.00 that the Contractor exceeds at its own risk. Amount: $851,760.00(Option Line Item) 01/01/2026 Period of Performance: 01/01/2026 to 06/30/2026 ********** Buyer: Name: Adrian Segay, Contract Specialist Phone: (505) 339-9474 Email: adrian.segay@ihs.gov CO: is the only individual to authorize modifications to the purchase order and/or terms and conditions. Per FAR Subpart 1.602-2 (d), the CO determines that this order does require a Contracting Officer Representative (COR). Contracting Officer Representative (COR): Name: Lucy Todacheene, COR Level I Phone: (928) 697-5036 Email Address: Lucy.Todacheene@ihs.gov The COR is primarily responsible for monitoring the technical progress including surveillance and assessment of performance for this purchase order including verifying and approving timecards. Required Signatures on Invoice(s): COR will certify/sign the Invoice. Continued ...				

NAME OF OFFEROR OR CONTRACTOR
BAY AREA ANESTHESIA LLC 292881

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Questions regarding Payment contact Finance at: 928-697-5060. The total amount of award: $1,703,520.00. The obligation for this award is shown in box 26.				

SECTION B – CONTINUATION OF SF-1449

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SECTION C – CONTRACT CLAUSES

52.252-2	CLAUSES INCORPORATED BY REFERENCE	FEB 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Home | Acquisition.GOV

HHSAR | Acquisition.GOV

(End of clause)

52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES Alternate I (NOV 2021)	NOV 2023

52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	JAN 2025 (DEVIATION FEB 2025)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509)).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

X (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (6) [Reserved].

X (7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

X (9) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

__ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115–390, title II).

__ (11) (i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

__ (ii) Alternate I (DEC 2023) of 52.204-30.

X (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025) (31 U.S.C. 6101 note).

X (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

__ (14) [Reserved].

__ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

__ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (17) [Reserved]

__ (18) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

__ (ii) Alternate I (MAR 2020) of 52.219-6.

__ (19) (i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

__ (ii) Alternate I (MAR 2020) of 52.219-7.

X (20) 52.219-8, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C. 637(d)(2) and (3)).

X (21) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2025) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (NOV 2016) of 52.219-9.

__ (iii) Alternate II (NOV 2016) of 52.219-9.

__ (iv) Alternate III (JUN 2020) of 52.219-9.

__ (v) Alternate IV (JAN 2025) of 52.219-9.

__ (22) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

__ (ii) Alternate I (MAR 2020) of 52.219-13.

__ (23) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 637s).

X (24) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

__ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).

X (26) (i) 52.219-28, Postaward Small Business Program Rerepresentation (JAN 2025) (15 U.S.C. 632(a)(2)).

__ (ii) Alternate I (MAR 2020) of 52.219-28.

__ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

__ (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

__ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

__(30) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).

X (31) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).

__ (32) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2025)(E.O. 13126).

__ (33) [Reserved].

__ (34) [Reserved].

X (35) (i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

__ (ii) Alternate I (JUL 2014) of 52.222-35.

X (36) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

__ (ii) Alternate I (JUL 2014) of 52.222-36.

X (37) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

X (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (39) (i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (40) 52.222-54, Employment Eligibility Verification (JAN 2025) (Executive Order 12989).

__ (41) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (42 U.S.C. 7671, *et seq.*).

__ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) (42 U.S.C. 7671, *et seq.*).

__ (44) 52.223-20, Aerosols (MAY 2024) (42 U.S.C. 7671, *et seq.*).

__ (45) 52.223-21, Foams (MAY 2024) (42 U.S.C. 7671, *et seq.*).

X (46) 52.223-23, Sustainable Products and Services (MAY 2024) [DEVIATION FEB 2025] (7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

X (47) (i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).

__ (ii) Alternate I (JAN 2017) of 52.224-3.

__ (48) (i) 52.225-1, Buy American-Supplies (OCT 2022) (41 U.S.C. chapter 83).

__ (ii) Alternate I (OCT 2022) of 52.225-1.

__ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I [Reserved].

__ (iii) Alternate II (JAN 2025) of 52.225-3.

__ (iv) Alternate III (FEB 2024) of 52.225-3.

__ (v) Alternate IV (Oct 2022) of 52.225-3.

__ (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

X (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) (E.O. 13513).

__ (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

__ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

__ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).

__ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

X (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

X (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901).

__ (64) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

__ (65) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

__ (ii) Alternate I (APR 2003) of 52.247-64.

__ (iii) Alternate II (NOV 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

__ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter67).

__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

FOR INFORMATION ONLY		
Grade	Hourly Rate	Fringes

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).

__ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

__ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

__ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

__ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii) (A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

(B) Alternate I (DEC 2023) of 52.204–30.

(viii) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) [Reserved].

(x) [Reserved].

(xi) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xvi) (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (JAN 2025) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xix) 52.222-54, Employment Eligibility Verification (JAN 2025) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xxii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

The following Federal Acquisition Regulation clauses also apply:

52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER CONTENT PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDING, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	JUL 1995

52.217-8	**OPTION TO EXTEND SERVICES**	**NOV 1999**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within *before the contract expires.*

(End of clause)

52.217-9	**OPTION TO EXTEND THE TERM OF THE CONTRACT**	**MAR 2000**

(a)The Government may extend the term of this contract by written notice to the Contractor within *before the contract expires*; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least *10* days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b)If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c)The total duration of this contract, including the exercise of any options under this clause, shall not exceed *12 months.*

(End of clause)

52.237-7	INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE	JAN 1997

(a)It is expressly agreed and understood that this is a non-personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: $1,000,000.00 per occurrence and $3,000,000.00 aggregate.

(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.

(End of clause)

The following Department of Health and Human Services Acquisition Regulation clauses also apply:

352.203-70	ANTI-LOBBYING	DEC 2015
352.208-70	PRINTING AND DUPLICATION	DEC 2015
352.219-70	MENTOR-PROTÉGÉ PROGRAM	DEC 2015
352.223-70	SAFETY AND HEALTH	DEC 2015
352.224-70	PRIVACY ACT	DEC 2015
352.224-71	CONFIDENTIAL INFORMATION	DEC 2015
352.226-1	INDIAN PREFERENCE	DEC 2015
352.226-2	INDIAN PREFERENCE PROGRAM	DEC 2015
352.231-70	SALARY RATE LIMITATION	DEC 2015

352.237-70	PRO-CHILDREN ACT	DEC 2015
352.237-71	CRIME CONTROL ACT – REPORTING OF CHILD ABUSE	DEC 2015
352.237-72	CRIME CONTROL ACT – REQUIREMENTS FOR BACKGROUND CHECKS	DEC 2015
352.237-73	INDIAN CHILD PROTECTION AND FAMILY VIOLENCE ACT	DEC 2015
352.237-74	NON-DISCRIMINATION IN SERVICE DELIVERY	DEC 2015

352.226-4	NOTICE OF INDIAN SMALL BUSINESS ECONOMIC ENTERPRISE SET-ASIDE	MAR 2022

Under the Buy Indian Act, 25 U.S.C. 47, offers are solicited only from Indian Economic Enterprises (HHSAR 326.606) that are also small business concerns. Any acquisition resulting from this solicitation will be from such a concern. As required by HHSAR § 352.226-7(b), offerors shall include a completed Indian Economic Enterprise Representation form in response to Sources Sought Notices, Request for Information (RFI) and as part of the proposal submission. The Indian Economic Enterprise Representation form, available on the IHS DAP public website (www.IHS.gov/DAP), shall be included in synopses, presolicitation notices, and solicitations for the acquisitions under the Buy Indian Act. Offers received from enterprises that are not both Indian Economic Enterprises and small business concerns will not be considered and will be rejected.

(End of clause)

352.226-6	INDIAN ECONOMIC ENTERPRISE SUBCONTRACTING LIMITATIONS	MAR 2022

(a) Definitions as used in this clause.

(1) Indian Economic Enterprise means any business activity owned by one or more Indians or Indian Tribes that is established for the purpose of profit provided that: The combined Indian or Indian Tribe ownership must constitute not less than 51 percent of the enterprise; the Indians or Indian Tribes must, together, receive at least a majority of the earnings from the contract; and the management and daily business operations of an enterprise must be controlled by one or more individuals who are Indians. To ensure actual control over the enterprise, the individuals must possess requisite management or technical capabilities directly related to the primary industry in which the enterprise conducts business. The enterprise must meet these requirements throughout the following time periods:

(i) At the time an offer is made in response to a written solicitation;

(ii) At the time of the contract award; and

(iii) During the full term of the contract.

(2) Subcontract means any contract, as defined in FAR subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(3) Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) Required Percentages of work by the concern. The contractor must comply with FAR 52.219-14, Limitations on Subcontracting clause in allocating what percentage of work to subcontract. The contractor shall not subcontract work exceeding the subcontract limitations in FAR 52.219-14 to a concern other than a responsible Indian Economic Enterprise.

(c) Any work that an IEE subcontractor does not perform with its own employee shall be considered subcontracted work for the purpose of calculating percentages of subcontract work in accordance with FAR 52.219-14 Limitations on Subcontracting.

(d) Cooperation. The contractor must:

(1) Carry out the requirements of this clause to the fullest extent; and

(2) Cooperate in any study or survey that the CO, Indian Health Service or its agents may conduct to verify the contractor's compliance with this clause.

(e) Incorporation in Subcontracts. The contractor must incorporate the substance of this clause, including this paragraph (e), in all subcontracts for general services, A&E services and construction awarded under this contract.

(End of clause)

352.232-71	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	FEB 2022

(a) *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 requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.

(b) 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 www.ipp.gov or any successor site.

(c) 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.

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

(End of Clause)

352.237-75	KEY PERSONNEL	DEC 2015

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or

separates from the contractor voluntarily with less than thirty days' notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

Name: TBD
Available Service Dates:
Agreed-upon Absence Date(s):

(End of clause)

The following local Indian Health Service, Gallup Service Unit special instructions also apply:

NAIHS-ACQ-01	NON-PERSONAL SERVICES	DEC 2020

The Government shall neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of a personal services nature, or give the perception of personal services. If the Contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the Contracting Officer (CO) immediately.

(End of clause)

NAIHS-ACQ-02	NON-PERSONAL HEALTH CARE SERVICES	DEC 2020

In accordance with FAR 37.401, this is a non-personal health care services contract, as defined in FAR 37.101, under which the contractor is an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over the medical, professional aspects of services rendered. The Contractor indemnifies the Government for any liability producing act or omission by the Contractor, its employees and agents occurring during contract performance. The Contractor must maintain medical liability insurance in the coverage amounts identified in the clause at 52.237-7 Indemnification and Medical Liability Insurance, which must flow down to any of the Contractor's subcontracts for provisions of health care services.

(End of clause)

NAIHS-ACQ-06	IMPLEMENTATION OF INDIAN HEALTH MANUAL PART 3, CHAPTER 20, PROTECTING CHILDREN FROM SEXUAL ABUSE BY HEALTH CARE PROVIDERS	JUL 2021

Indian Health Manual Part 3, Chapter 20 establishes policy for Protecting Children from Sexual Abuse by Health Care Providers. All Indian Health Service contractors must complete a government-provided, training module associated with this policy as an integral part of the onboarding process, but no more than 30 days from the date of

onboarding. Failure to complete the mandatory training may be cause for adverse action from a minimum of temporary suspension, to a maximum of termination, from appointment.

The Contractor is required to flow down this clause in any subcontract for commercial or non-commercial item. The extent of the flow down shall be as required by the clause.

(End of Clause)

NAIHS-ACQ-08	CONTRACTING OFFICER'S REPRESENTATIVE	AUG 2022

(a) *Definition.* "Contracting Officer's Representative (COR)" means an individual designated in by the Contracting Officer as authorized personnel responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.

(b) Per FAR Subpart 1.602-2(d): The Contracting Officer (CO) determines that this contract requires a Contracting Officer Representative (COR).The Contracting Officer Representative (COR) is:

Lucy Todacheene, COR Level I

(c) Upon award, the COR will receive a copy of the written designation, specifying the extent of the COR's authority on behalf of the CO.

(d) *Limitations.* The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract. Any contractor request for changes shall be referred to the CO directly or through the COR. No such changes shall be made without the express written prior authorization of the CO.

(End of Clause)

NAIHS-ACQ-09	UNAUTHORIZED COMMITMENTS	SEP 2023

(a) Definitions.

Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determination and findings.

Ratification means the act of approving an unauthorized commitment by an official who has the authority to do so.

Unauthorized Commitment (UAC) means an agreement that is not binding solely because the Government representative who made it lacked the authority to enter into that agreement on behalf of the Government.

(b) Policy.

The Government is not bound by agreements with, or contractual commitments made to, prospective contractors by individuals who do not have delegated contracting authority. Unauthorized commitments do not follow the appropriate process for the expenditure of Government funds. Consequently, the Government may not be able to ratify certain actions, putting a contractor at risk for taking direction from a Federal official other than the contracting officer (see FAR 1.602-1) Government employees responsible for unauthorized commitments are subject to disciplinary action. Contractors perform at their own risk when accepting direction from unauthorized officials. Failure to follow statutory and regulatory processes for the expenditure of Government funds is a very serious matter.

(c) Procedure.

Any agreement, modification, or change to a contractual agreement made by a government personnel who lack authority will be deemed an unauthorized commitment. The Government is not liable to the Contractor or under the terms of the contract, financially or otherwise – unless the unauthorized commitment successfully passes the ratification process.

The ratification process does not have any lead time, nor does the Government make any promise that an unauthorized commitment will be ratified and, therefore, the Contractor would be paid. The Contractor proceeds at its own risk if any of the terms of the contract are altered, changed, or modified without the written concurrence by a Contracting Officer.

(End of Clause)

NAIHS-ACQ-10	CONTRACTOR PERFORMANCE ASSESSMENT	SEP 2023

(a) **Policy.** Past performance evaluations shall be prepared at least annually and at the time the work under a contract or order is completed. Past performance evaluations are required for contracts and orders as specified in paragraphs (b) of this section, including contracts and orders performed outside the United States. These evaluations are generally for the entity, division, or unit that performed the contract or order. Past performance information shall be entered into CPARS, the Government-wide evaluation reporting tool for all past performance reports on contracts and orders. Instructions for submitting evaluations into CPARS are available at http://www.cpars.gov/.

(b) **Applicability.** The contracting office will evaluate and document contractor performance for the following types of actions:

(1) Contracts and orders for supplies or services that exceed the simplified acquisition threshold;
(2) Construction contracts that exceed $750,000;
(3) Architect-engineer services contracts of $35,000 or more;
(4) Any contract action in (b)(1), (b)(2), or (b)(3) less than the aforementioned thresholds but a modification increases their value to exceed the thresholds; and
(5) Any termination for default for construction or architect-engineer services regardless of value.

(c) **Procedures.**
(1) The contracting office shall –
   a. Assign responsibility and management accountability for the completeness of past performance submissions.
   b. Generally provide for input to the evaluations from the technical office, contracting office, program management office, and where appropriate, quality assurance and end users of the product or service;
   c. Identify and assign past performance evaluation roles and responsibilities to those individuals responsible for preparing and reviewing interim evaluations, if prepared, and final evaluations (*e.g.*, contracting officers, contracting officer representatives, project managers, and program managers). Those individuals identified may obtain information for the evaluation of performance from the program office, administrative contracting office, audit office, end users of the product or service, and any other technical or business advisor, as appropriate; and
   d. Address management controls and appropriate management reviews of past performance evaluations, to include accountability for documenting past performance on CPARS.

(2) The evaluation should include a clear, non-technical description of the principal purpose of the contract or order. The evaluation should reflect how the contractor performed. The evaluation should include clear relevant information that accurately depicts the contractor's performance, and be based on objective facts supported by program and contract or order performance data. The evaluations should be tailored to the contract type, size, content, and complexity of the contractual requirements.

(3) Evaluation factors for each assessment shall include, at a minimum, the following:

(a) Technical (quality of product or service).
(b) Cost control (not applicable for firm-fixed-price or fixed-price with economic price adjustment arrangements).
(c) Schedule/timeliness.
(d) Management or business relations.
(e) Small business subcontracting, including reduced or untimely payments to small business subcontractors when FAR 19.702(a) requires a subcontracting plan.
(e) Other (as applicable) (e.g., trafficking violations, tax delinquency, failure to report in accordance with contract terms and conditions, defective cost or pricing data, terminations, suspension and debarments, and failure to comply with limitations on subcontracting).

(End of Clause)

SECTION D – DOCUMENTS, EXHIBITS, ATTACHMENTS, ETC.

Attachment A – Performance Work Statement

Kayenta Health Center
Emergency Department
Performance Based Statement of Work (PBSOW)
PHYSICIAN SERVICES

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Kayenta Health Center
Emergency Department
Performance Based Statement of Work (PBSOW)
PHYSICIAN SERVICES

1.0 GENERAL:

This performance work statement describes the requirements of a non-personal service contract for the provision of EMERGENCY PHYSICIAN SERVICES for the Indian Health Services (IHS), Navajo Area Indian Health Service (NAIHS), and Kayenta Health Center (KHC) Emergency Department and Inscription House Urgent Care Clinic. The contractor shall provide a physician to cover these services at a fixed hourly rate.

1.1 BACKGROUND:

The IHS is the agency within the Department of Health and Human Services responsible for providing federal healthcare services to American Indians and Alaska Natives. The IHS is the principal federal health care provider and health advocate for Indian people and its goal is to raise their health status to the highest possible level. The IHS provides a comprehensive health service delivery system for approximately 1.9 million American Indians and Alaska Natives who belong to 564 federally recognized tribes in 35 states. The goal is to insure comprehensive and quality Emergency Physician services are available to the community served by KHC.

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

The KHC Emergency Department (ED) is currently a free-standing ED, without a local hospital, at a site shared with clinics providing outpatient services. The ED is in operation 24 hours a day, 7 days a week, and 365 days per year. In July 2016, KHC moved into a new facility, and ED visits have increased steadily and reached slightly above CY2019 or about 1500 patients a month. An in-patient unit has opened and is pending final Joint Commission approval, and the ED will no longer be free-standing but a component of a short stay hospital.

The Inscription House Center is a satellite clinic of KSU and its Urgent Care Clinic provides a more limited level of care than the Emergency Department and is open 0800 to 1700 Monday through Friday. IHHC is located approximately 45 minutes by car from KHC.

1.2 SCOPE:

The Contractor shall provide Emergency medicine physician services in accordance with section 5.0, performance based requirements.

1.2.1 Duties and responsibilities will encompass outpatient Emergency Medicine and urgent care services to IHS patients. The contractor reports to the Emergency Department

Supervisor Physician. These services may in an emergency situation occasionally require accompanying patient in ground transportation assets owned by IHS or private entities.

1.2.2 Place of Performance: The Contractor shall provide Emergency Medicine or Urgent Care services as required at the Kayenta Service Unit or IHHC as scheduled by the Emergency Department Supervisor Physician.

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

1.3 APPLICABLE DOCUMENTATION:

1.3.1 Section 231 of Public Law 101-6&7, the Crime Control Act of 1990.

1.3.2 Section 4087 of Public Law 101-630, the Indian Child Protection and Family Violence Act.

1.3.3 Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI).

1.3.4 Privacy Act of 1974.

1.3.5 Service Unit and Health Center Policies, Procedures and Protocols.

1.3.6 Public Law 102-573, Indian Health Care Improvement Act, Section 222

1.3.7 42 Code of Federal Regulations (CFR) 136.11-136.21 Contract Health Care Services.

1.3.8 Public Law 93-638, Indian Self-Determination Act

2.0 DEFINITIONS:

2.1 Acceptance: An authorized representative of the Government has inspected and agreed that the work meets all requirements of this contract, to include documentation requirements

2.2 Advanced Life Support (ALS): Emergency medical care for sustaining life, including defibrillation, airway management, and drugs and medications.

2.3 Advanced Life Support for Obstetrics (ALSO): An advanced level of hospital care and procedures to effectively manage potential emergencies during the perinatal period.

2.4 Approval: The Government has reviewed submittals, deliverables, or administrative documents (e.g., insurance certificates, installation schedules, planned utility interruptions, etc.) and has determined the documents conform to contract or contract requirements. Government Approval shall not relieve the Contractor from responsibility for complying with contract requirements.

2.5 Active Labor: Contractions less than (<) 5 minutes apart and/ or greater than (>) 4 cm dilation.

2.6 Award Term Plan: Relative to Performance Based Contracting and rewarding the Contractor for satisfactory performance with option of contract term extension.

2.7 Basic Life Support (BLS): A specific level of pre-hospital medical care provided by trained and certified responders, including Emergency Medical Technicians (EMTs). BLS consists of a number of life-saving techniques e.g. the use of airway adjuncts such as respirators, emergency oxygen therapy; application of Cardiopulmonary resuscitation and other non-invasive emergency procedures.

2.8 CMS: Centers for Medicare & Medicaid Services.

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

2.10 Contracting Officer Representative (COR): A federal employee who assists the ordering/issuing activity-contracting officer in the administration of task orders issued under this contract. The PO is primarily responsible for the day-to-day program management of the ordering activity's task or delivery orders.

2.11 Contractor: The individual/company awarded this contract.

2.12 CPARS: Contractor Performance Assessment Reporting System. A web-enable system with electronic workflow that reports and rates Contractor performance.

2.13 EHR: Electronic Health Record

2.14 Eligible Beneficiaries: Services will be made available, as medically indicated to persons of Indian descent belonging to the Indian community served by the local facilities and program. Services will also be made available, as medically indicated, to a non- Indian woman pregnant with an eligible Indian's child but only during the period of her pregnancy through postpartum (generally about six weeks after delivery).

2.15 EMTALA: Emergency Medical Treatment and Labor Act

2.16 Emergency Medical Service (EMS): Those services that do qualify for basic life support or advance life support.

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

2.18 Health insurance portability and accountability act (HIPAA) - Acronym that stands for the Health Insurance Portability and Accountability Act, a US law designed to provide privacy standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals and other health care providers. Developed by the Department of Health and Human Services.

2.19 IHS PRC eligible beneficiaries – Services will be made available, as medically indicated to persons of Indian descent belonging to an Indian community served by the local facilities and program. Services will also be made available, as medically indicted, to a non-Indian woman pregnant with an eligible Indian's child but only during the period of her pregnancy through postpartum (generally about 6 weeks after delivery.)

2.20 Inter-facility: Between two health facilities.

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

2.22 Ordering Activity Contracting Officer: An employee of IHS authorized and warranted to issue task orders and to make subsequent task order modification(s) under this contract. The Ordering Activity CO has the authority to make initial determinations on all matters of dispute regarding task orders.

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

2.24 Purchased/Referred Care (PRC): Health Services provided at the expense of the Indian Health Service (IHS) provided by public or private medical or hospital facilities other than those of the service.

2.25 Quality Assurance Surveillance Plan (QASP): An organized written document prepared and used by the Government for Quality Assurance surveillance of the contractor's performance.

2.26 RN: means the same as a Registered Nurse.

2.27 Root Cause: A situation where performance does not meet expectations. Cause suggests responsibility or a factor to blame for a problem.

2.28 Sentinel Event: An event/incident that is unique and not planned for. JCAHO definition: unexpected occurrence resulting in death or serious physical injury or the risk there of.

2.29 Service Unit: A facility that houses Service Unit administrative staff and is responsible for the administration, coordination, and implementation of the Indian Health program/s in a designated geographic portion of the Area.

2.30 Task Order: An order issued in accordance with the terms of the contract and ordering activity's specific requirements. An ordering activities written order to obtain services, at a minimum will include the following where applicable: description of services, skill categories, hours, price, period of performance, contract number, and the ordering activities task or delivery order number.

2.31 Verifiable Emergency: An unexpected/unplanned episode requiring valid documentation to confirm the occurrence.

3.0 GOVERNMENT FURNISHED INFORMATION, PROPERTY AND SERVICES:

3.1 Information: Government unique information related to this requirement, which is necessary for Contractor performance, will be made available to the Contractor. The Contracting Officer or designee will be the point of contact for identification of any required information to be supplied by the Government. The contract physicians must complete orientation (typically 8 hours) prior to working in the Emergency Department.

3.2 Joint Use by the Government and the Contractor: The Government will provide, for joint use by the Government and the Contractor, all necessary equipment, supplies, and clinic space to perform the services under this contract.

3.3 Contractor Exclusive Use:

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

3.3.2 I.D. Badge: The Government will provide facility specific contractor identification badges for each contractor. A minimum fee of $20.00 will be charged for lost or destroyed badges.

4.0 PEFORMANCE-BASED REQUIREMENTS:

The Contractor shall provide Emergency Physician Services for the Emergency Department at the Kayenta Health Center. The following are the elements of service called for under this contract. This PBSOW describes the desired service outcome; in their proposal, the Contractor shall specify how each outcome is to be achieved, including relevant logistics, and contingency plans to achieve each element in case of unforeseen circumstances. The Contractor's performance will be evaluated in accordance with the standards set forth in the Performance-based Matrix of paragraph 8.0.

4.1 The Contractor performed Emergency Physician Services

4.1.1 Kayenta Health Center Emergency Department operates 24 hours a day with 60 hours of physician services each day. That is a total need of 21,900 total hours a year, which is a combination of IHS or PHS employee and contract physician's hours. The contract hours needed may be increased or decreased if there is a change in the number of permanent KHC ED physicians or an unexpected need for more urgent care hours. The hours for each shift may change according to the needs of the ED/UC and patient population.

4.1.2 In addition to at least one physician on duty in the KHC-ED, there must always be a second physician available for back-up at all times, on all days. During double coverage hours, the second physician on duty in the ED may serve as the backup physician, but during single coverage hours, there must always be at least one other physician immediately available to come in to provide backup for emergency situations, patient overload, labor and delivery, urgent ground transfers or other emergent situations. The physician called in will not be paid overtime or additional hours but will be compensated by taking off the number of hours required for callback from their next shift. Physicians should accurately reflect their hours on their time sheets. This is normally covered by the Evening shift provider but can be covered by another if arranged ahead of time with the Department Supervisor.

4.1.3 The contractor's plan should include a strategy for sufficient physician coverage to meet patient needs seasonal volume changes, Federal holiday coverage, and available at all times for callbacks, provide support in the event of major emergencies, and to cover unanticipated gaps in ER physician coverage (that is, those caused by flight delays and so forth).

4.1.4 The contractor shall have a strategy in place to replace any contracted physician who has been assigned a time slot on the Emergency Department schedule who calls in sick, does not arrive in a timely manner or for other reasons cannot fulfill their contractual duties.

4.1.5 New-provider orientation and training may be scheduled for 1-5 days. A portion of the orientation will be on-line learning to be completed before the arrival of the physician. New contracting physicians will be given a temporary security clearance for up to 120 days but should anticipate a full security background check and possibly interview. The forms will be forwarded to you by the service unit and should be returned expeditiously. Failure to return the forms and completion of the background check in the specified time will result in dismissal from further service at KSU

4.1.6 Kayenta is open to considering a variety of staffing models, but no physician should be scheduled for more than a 12-hour shift or back-to-back shifts without time for rest and recovery.

4.1.7 The contractor shall communicate with the medical control for the Navajo Nation Emergency Medical Service and with the Ground Transport contractor stationed in Kayenta, AZ, and in accordance with KHC policies and procedures as needed.

4.2 Work Schedule:
ED shifts currently run from 7 AM to 7 PM (day shift), 7 PM to 7 AM (night shift), 9 AM to 9 PM (Morning) and 2 PM to 2 AM. (Evening). There is frequently an additional 11 AM to 11 PM (swing shift) to provide extra coverage for the busiest hours. ED shifts are subject to change. All services shall be provided on an as needed basis as scheduled by the ED Department supervisor or appointee.

5.0 Qualification Requirements: The Contactor shall meet the following requirements throughout the term of the contract.

5.1 Experience. The Contractor shall provide physicians to perform the necessary medical care for patients in a variety of emergency department situations such that at least one physician is on duty at the KHC-ED at all hours of all shifts. The Contract physicians shall provide immediate medical evaluation, examination, diagnosis, treatment, and/or referral of patients who present for care in the KHC emergency services area. The Contract physician shall provide professional advice to personnel in emergency situations with regard to professional management of patients being treated and/or hospitalized. Contract physician care shall cover the range of emergency department care typically provided in a rural civilian practice of similar size. The following list is an example of the types of cases, but is not all-inclusive:

A. Major trauma, including fractures of multiple extremities, stab wounds, open wounds of the chest, abdomen, extremities, penetrating trauma, head trauma, suspected spine injuries, lacerations, amputations;
B. Major medical emergencies such as cardiac arrest, myocardial infarction, respiratory failure, shock, diabetic ketoacidosis;
C. Obstetrical emergencies such as deliveries of single or multiple births, acute pregnancy complications, vaginal bleeding;

D. Pediatric emergencies
E. Acute psychiatric problems, including suicide attempts
F. Lower-acuity complaints including viral illnesses, other infections, minor orthopedic problems, minor trauma, alcohol abuse;
G. The contracted physician shall be responsible providing Emergency Department coverage for the inpatient service once established until the inpatient physician becomes available.
H. External cardiac pacing, endotracheal intubation with the use of appropriate anesthesia, procedure sedation, thoracentesis, tube and/or needle thoracotomy, cricothyrotomy, vaginal delivery, peritoneal lavage, laceration repair, reduction and stabilization of fractures and dislocations, arthrocentesis, paracentesis, lumbar puncture, intraosseous cannulation, use of ultrasound for the FAST exam, limited interpretation of radiographs, ultrasounds, and CT studies, electrocardiograms and administration of thrombolytics.

5.2 Quality of care by physicians: Contract physicians shall practice in adherence to typical standards and guidelines as defined by, but not limited to, KSU Governing Board bylaws, KHC Medical Staff bylaws, rules, policies and procedures, KHC ED policies and procedures, Indian Health Service, Centers for Medicare and Medicaid Services (CMS), the Joint Commission (TJC), applicable state licensure boards, and applicable federal authorities (e.g., IHS, DEA, etc.)

5.3 Documentation of care by physicians: Contract physicians shall generate and maintain proper medical record information on beneficiaries to whom treatment is provided in accordance with Indian Health Service (IHS), TJC, and CMS regulations. The Contract physician shall prepare all medical record documentation to meet or exceed the established standards of the IHS facility to include, but not limited to: timeliness, legibility, accuracy, content, and signature. Contract physicians shall complete all third party reimbursement forms. All medical record information and documentation generated in the performance of this contract must be completed prior to the shift ending and will remain the property of and subject to the exclusive control of the IHS. The contractor physician is responsible for following up and signing all ordered laboratory and imaging tests. Contract physicians are expected to use the Electronic Health Records for entry of their documentation where applicable. The Health Information Department shall be notified in advance of the contractor providers last workday. Failure to properly complete medical record documentation before leaving may result in a delay or failure of the processing of all invoices from the contractor. The contractor shall establish a reporting system that includes significant findings, major problems encountered, and plans for resolution of contract physicians.

5.4 Physician qualifications, credentials, and competencies: Contract physicians shall meet the following requirements throughout the term of the contract:

5.4.1 Experience: The Contractor shall ensure that all Contract physicians are trained and licensed to perform Emergency Physician Services.

5.4.2 Licensure: The Contractor shall ensure that all Contract physicians hold a valid, active, and unrestricted physician license in at least one state.

5.4.3 Certifications: The Contractor's physician performing services under this contract shall be certified in ATLS, ACLS, PALS, BLS. NRP and ALSO are strongly recommended for Family Practice Trained providers and required for all others.

5.4.4 Physician qualifications: The contractor's personnel performing services under this contract shall be qualified by at least one of the following routes (Note: KSU will only accept residency training from a program certified by the ACGME or AOA and board certification through specialty boards approved by the American Board of Medical Specialties):

A. Satisfactory completion of an Emergency Medicine residency with either current ABEM or ACOEM emergency medicine board certification or planned certification within 18 months of completing residency or fellowship training.
B. Satisfactory completion of an approved Family Practice residency and ABFP or ACOFP board certification in family medicine and 2000 hours, one year full time or equivalent of independent practice providing care as an emergency department physician.
C. Providers with satisfactory completion of an approved residency and board certification in another specialty and 7500 hours, three and half years of full time or equivalent of independent practice providing care as an emergency department physician.

D. Providers who are already credentialed at the Kayenta Service Unit and approved by the COR or designee.

E. Providers with lapsed board certification in one of the above categories may be considered, subject to COR or designee review, if they are currently eligible for board certification according to the standards defined by the relevant boards for their specialty.

5.4.5 Core privileges: Core privileges include those necessary for initial evaluation and management, to include identification, stabilization and treatment of acute illness and injury of patients of any age. This includes life- threatening illness or injury.

5.4.6 Competencies: The Contractor's personnel performing services under this contract shall be proficient in essential emergency medicine skills demonstrable by one of the following:

A. Completion of an emergency medicine residency within the last 4 years.
B. Presentation of a log documenting skill performance during the last 2 years.

C. Copies of skill competency documentation from other facilities within the last 2 years.
D. Signed attestation summarizing skill performance during the last 2 years.
E. Presentation of CME documentation from courses providing hands-on training and evaluation of skill performance within the last year. F. A combination of the above.
F. In order to establish and maintain core competencies, contract physicians will be required to spend 1-2 hours per month in on-line or hands-on-training arranged with the ED Medical Director.

5.5 CME: Documentation of continuing medical education (CME) is not required if within one year after graduating from an Emergency Medicine or Family Practice residency. Otherwise, a report documenting an average of 30 hours of CME per year in Emergency Medicine for the past three years is required.

5.6 Contractor documentation requirements: For each Contract physician, Contractor shall provide initial evidence of each of the above required qualifications, credentials, and competencies. In addition, Contractor shall provide, to the COR or designee, a roster that provides Contract physician names, certification number and certification expiration date. The Contractor shall furnish, to the COR or designee, copies of renewals of any licenses and certifications for all employees providing services under this contract.

5.6.1 The Contractor shall be required to maintain records that document the competence and performance level of Contractor employees working on this contract, consistent with current TJC, CMS, and other regulatory and/or accrediting body requirements. The Contractor shall provide a current copy of the competence and performance assessments to the Service Unit Clinical Director for each Contractor physician completing assignment in the Kayenta Emergency Department.

5.6.1 Documentation for credentialing of new physicians: Except when unavoidable due to urgent unanticipated needs, the Contractor will provide the information required for credentialing of any new contract physician four weeks prior to their scheduled start date. Contractors must complete on-line mandatory trainings prior to arrival.

5.7 Response to Reports: The Contractor shall cooperate with the KSU Clinical Director and the KSU Emergency Department Medical Director in resolving issues with contract physician deficiencies with respect to:

A. Clinical and Records management Error Reports
B. Morbidity/Mortality Review Reports
C. Ongoing and Focused Peer Reviews
D. Provider certifications expiration dates.
E. Performance Improvement Reviews.

5.8 Conduct: Contractor physicians shall interact in a professional manner with patients, colleagues and co-workers.

5.9 New Employee Orientation: Contract physician/providers must attend one day of new employee orientation and complete requested on-line trainings. The Contractor shall complete the Information Systems Security Awareness (ISSA) training prior to the start date.

5.10 Background Checks: The Contractor shall comply with Agency Personal Identity Verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201; this includes fingerprinting guidelines. As directed by the Contracting Officer, the Contractor shall provide all requested information necessary to perform Level I and Level II background checks. The Contractor shall comply with the requirement to obtain security investigations. The Contractor shall work with the IHS to ensure that the pre- employment screening process includes the appropriate investigation questionnaires and forms to be completed. All completed forms will be reviewed by the Contractor and forwarded to the Government Personnel. The Contractor will be immediately removed from the position if at any time the investigation receives unfavorable adjudication, or, if other unfavorable information that would affect the investigation becomes known. If FSS Contract was initiated before 10/29/2010, then fingerprint clearance can be submitted when provider first arrives on-site. If FSS Contract was initiated after 10/29/2010, then fingerprint clearance must be approved before tour of duty begins, UNLESS your FSS contract contains a Background Investigations clause, then fingerprint clearance can be submitted when provider first arrives on-site.

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

5.11 Immunizations: The contractor shall provide proof of employee immunizations for:

- Immunity to Rubella, Mumps, Measles, Varicella
- Immunity to Hepatitis B or a signed declination statement
- Tetanus Diphtheria (Td) within the last 5 years and Tdap in the past Documentation of receiving a TB Mantoux skin test (PPD) within the past 12 months with documentation of follow-up for a positive test.

6.0 Indemnification and Insurance

6.1 FAR 52.237-7 Indemnification and Medical Liability Insurance (Jan 1997)

(a) It is expressly agreed and understood that this is a non-personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: * _$1,000,000.00___.

(b) An apparently successful offer, or upon request, the Contracting Officer, shall be furnished, prior to contract award, evidence of the Contractor's insurability concerning the medical liability insurance required by paragraph (a) of this clause prior to the commencement of services under this contract. (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. If 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.

(d) 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.

(e) The Contractor shall insert the substance of this clause, including this paragraph, 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.

6.2 Contractor staff Indemnification/Insurance: If the acuity of the patient requires the contractor's staff to assist and work with IHS staff at the patient's bedside, the contractor shall provide liability insurance coverage for their staff while working in the IHS facility,

and shall indemnify the NAIHS facility and staff from all claims resulting from the performance of contractor's employees

7.0 Challenges to Conflicts: For any inconsistency between supervisor directions, this Performance Work Statement, attachments and exhibits, the following order of precedence will apply:

(a) First Priority: Supervisor's directions
(b) Second Priority: Position Description (attached)
(c) Third Priority: Performance Work Statement Exhibits
(d) Fourth Priority: Performance Work Statement Narrative

8.0 52.249-12 Termination (Personal Services) (Apr 1984):

The Government may terminate this contract at any time upon at least 15 days' written notice by the Contracting Officer to the Contractor. The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least 15 days' written notice to the Contracting Officer.

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

9.0 List of Attachments and Exhibits.

To be provided by the Contracting Officer upon request.

9.1 Attachments

Position Description (Service Unit specific)

9.2 Written Competency Assessments

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

KAYENTA HEALTH CENTER - EMERGENCY DEPARTMENT
Performance Based Statement of Work (PBSOW)
PHYSICIAN SERVICES

10.0 PERFORMANCE-BASED MATRIX

PERFORMANCE OBJECTIVES	INDICATOR	PERFORMANCE STANDARD	SURVEILLANCE PLAN	CONTRACTOR INCENTIVE
The Contractor shall provide quality Emergency Department Physician services for the Emergency Department at the Kayenta Health Center on an "as needed" basis. This will include full spectrum of emergency and urgent care. The physicians shall also be responsible for transfers (as medically indicated) and provision of emergency care to inpatients as needed.	1. Adequate staffing and on-call support to meet performance requirements 2. Quality of care Contractor physician shall provide immediate medical evaluation, treatment, and/or referral of patients who present for care at KHC Emergency Services area. The emergency medical care provided shall cover the range of emergency care typically provided in a rural civilian practice of similar size and remoteness. 3. Documentation of care with the contractor physicians using the electronic health record (EHR) for medical records documentation. 4. Physician qualifications, credentials, competencies 5. Error reports:	1. No coverage gaps 2. Adherence to standards and guidelines noted in PBSOW. 3. 100% of physicians meet requirements. 4. Documentation provided by contractor before start of duty for 100% of physicians 5. Reports are complete and timely with 100% of reports completed by deadlines. 6. Less than 3 conduct complaints by patients or staff per month total among all physicians	1. Surveillance systems will include: • Periodic chart reviews • Review of morbidity and mortality reports • Review of error reports • Substantiated complaints • Random samples 2. Review of all concerns raised by staff, patients, or receiving facilities • Ongoing PI reviews. 3. Reports of medical record coders and radiology. 4. Medical Staff Office, Human Resources, and IT reporting. 5. ED Medical Director, COR, and Clinical Director reports. 6. No more than 3 failures per quarter to comply with documentation standards:	1. Payment of hourly rate; Successful evaluation using the CPARS; avoidance of cure notice; and avoidance of fee reimbursing the Government for services required due to deficiency.

	• Quarterly reports of provider • Certification/expiration dates for ATLS, ACLS, PALS, BLS; NRP and ALSO as recommended • Medical records documentation 6. Professional conduct of providers		☐ Signing off on lab, x-ray or imaging reports. ☐ Correcting charting errors ☐ Chart completions ☐ Three (3) valid complaints by patients or by staff of deficiencies regarding patient care, contractor behavior and/or professional demeanor during a 6-month period. ☐ No more than one failure per quarter to respond to professional improvement/quality assurance and periodic review reports.	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00001	See Block 16C		

6. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

BAY AREA ANESTHESIA LLC 292881
Attn: JACKSON WEAVER
dba: Worldwide Medical Services, LLC
1839 S ALMA SCHOOL RD STE 335
MESA AZ 85210

CODE 292881 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. 75H71025P00569

10B. DATED *(SEE ITEM 13)* 04/07/2025

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
2025.J54048K.25223

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Bilateral; IAW HHSAR 352.237-75 Key Personnel

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

UEI: NHBEN7FLTDR8
Order No. 75H71025P00569 is hereby modified to reflect the following changes:

--Per HHSAR 352.237-75 Key Personnel; Include Key Personnel to the contract.

$851,760.00 Original Award Amount
$ 0.00 Supp. Agreement by Mod #1
==========
$851,760.00 Revised Award Amount

Discount Terms: HHS NET 30P
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		JERLYN R. BEGAY	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	06/24/2025

NAME OF OFFEROR OR CONTRACTOR
BAY AREA ANESTHESIA LLC 292881

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 Appr. Yr.: 2025 CAN: J54048K Object Class: 25223 FOB: Destination Period of Performance: 07/01/2025 to 12/31/2025 Change Item 1 to read as follows(amount shown is the obligated amount):				
1	Base Period: Contractor shall provide Emergency Department Physician Services in the delivery of patient care at Kayenta Health Center, Kayenta, Arizona 86003. Regular Rate Hours: (b)(4) Bill Rate: (b)(4) (The bill rate is an all inclusive rate including all applicable taxes with no special pay for holidays or additional hours.) This is a labor-hour CLIN with not-to-exceed value of $851,760.00 that the Contractor exceeds at its own risk. ALL OTHER TERMS AND CONDITIONS TO REMAIN IN EFFECT.				0.00

352.237-75	KEY PERSONNEL	DEC 2015

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

Name: (b) (6)
Available Service Dates: 07/01/2025 – 12/31/2025
Agreed-upon Absence Date(s): TBD

Name: (b) (6)
Available Service Dates: 07/01/2025 – 12/31/2025
Agreed-upon Absence Date(s): TBD

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Name: (b) (6)
Available Service Dates: 07/01/2025 – 12/31/2025
Agreed-upon Absence Date(s): TBD

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00002	See Block 16C		

6. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

BAY AREA ANESTHESIA LLC 292881
Attn: JACKSON WEAVER
dba: Worldwide Medical Services, LLC
1839 S ALMA SCHOOL RD STE 335
MESA AZ 85210

CODE 292881 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. 75H71025P00569

10B. DATED *(SEE ITEM 13)* 04/07/2025

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Bilateral; IAW HHSAR 352.237-75 Key Personnel

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

UEI: NHBEN7FLTDR8
Order No. 75H71025P00569 is hereby modified to reflect the following changes:

--Per HHSAR 352.237-75 Key Personnel; Include Key Personnel to the contract.

$851,760.00 Original Award Amount
$ 0.00 Supp. Agreement by Mod #1
$ 0.00 Supp. Agreement by Mod #2
==========
$851,760.00 Revised Award Amount

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		JERLYN R. BEGAY	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	06/30/2025

NAME OF OFFEROR OR CONTRACTOR
BAY AREA ANESTHESIA LLC 292881

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Discount Terms: HHS NET 30P Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 Period of Performance: 07/01/2025 to 12/31/2025 ALL OTHER TERMS AND CONDITIONS TO REMAIN IN EFFECT.				

352.237-75	KEY PERSONNEL	DEC 2015

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

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Available Service Dates: 07/01/2025 – 12/31/2025
Agreed-upon Absence Date(s): TBD

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(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00003	See Block 16C		

6. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

7. ADMINISTERED BY *(If other than Item 6)* CODE

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Attn: JACKSON WEAVER
dba: Worldwide Medical Services, LLC
1839 S ALMA SCHOOL RD STE 335
MESA AZ 85210

CODE 292881 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. 75H71025P00569

10B. DATED *(SEE ITEM 13)* 04/07/2025

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
2025.J54048K.25223

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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X	D. OTHER *(Specify type of modification and authority)* Bilateral; IAW HHSAR 352.237-75 Key Personnel

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

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UEI: NHBEN7FLTDR8
Order No. 75H71025P00569 is hereby modified to reflect the following changes:

--Per HHSAR 352.237-75 Key Personnel; Include Key Personnel to the contract.

$851,760.00 Original Award Amount
$ 0.00 Supp. Agreement by Mod #1
$ 0.00 Supp. Agreement by Mod #2
$ 0.00 Supp. Agreement by Mod #3
==========
$851,760.00 Revised Award Amount
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		JERLYN R. BEGAY	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	08/18/2025

NAME OF OFFEROR OR CONTRACTOR
BAY AREA ANESTHESIA LLC 292881

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Discount Terms: HHS NET 30P Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 Appr. Yr.: 2025 CAN: J54048K Object Class: 25223 FOB: Destination Period of Performance: 07/01/2025 to 12/31/2025 Change Item 1 to read as follows(amount shown is the obligated amount):				
1	Base Period: Contractor shall provide Emergency Department Physician Services in the delivery of patient care at Kayenta Health Center, Kayenta, Arizona 86003. Regular Rate Hours: (b) (4) Bill Rate: (b) (4) (The bill rate is an all inclusive rate including all applicable taxes with no special pay for holidays or additional hours.) This is a labor-hour CLIN with not-to-exceed value of $851,760.00 that the Contractor exceeds at its own risk. ALL OTHER TERMS AND CONDITIONS TO REMAIN IN EFFECT.				0.00

352.237-75	KEY PERSONNEL	DEC 2015

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Name: (b) (6)
Available Service Dates: 07/01/2025 – 12/31/2025
Agreed-upon Absence Date(s): TBD

Name: (b) (6)
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Agreed-upon Absence Date(s): TBD

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00004	See Block 16C	IHS1518133	

6. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

BAY AREA ANESTHESIA LLC 292881
Attn: JACKSON WEAVER
dba: Worldwide Medical Services, LLC
1839 S ALMA SCHOOL RD STE 335
MESA AZ 85210

CODE 292881 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. 75H71025P00569

10B. DATED *(SEE ITEM 13)* 04/07/2025

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
2025.J54048K.25223

Net Increase: $500,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Bilateral; FAR 52.212-4 Alternate I (i)(3) Ceiling Price

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

UEI: NHBEN7FLTDR8
Order No. 75H71025P00569 is hereby modified to reflect the following changes:

--Per FAR 52.212-4 Alternate I (i)(3) Ceiling Price; Increase Amount by $500,000.00

$851,760.00 Original Award Amount
$ 0.00 Supp. Agreement by Mod #1
$ 0.00 Supp. Agreement by Mod #2
$ 0.00 Supp. Agreement by Mod #3
$500,000.00 Increase Amount by Mod #4
==========

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		JERLYN R. BEGAY	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	09/03/2025

NAME OF OFFEROR OR CONTRACTOR
BAY AREA ANESTHESIA LLC 292881

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	$1,351,760.00 Revised Award Amount Discount Terms: HHS NET 30P Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 Appr. Yr.: 2025 CAN: J54048K Object Class: 25223 Period of Performance: 07/01/2025 to 12/31/2025 Change Item 1 to read as follows(amount shown is the obligated amount):				
1	Base Period: Contractor shall provide Emergency Department Physician Services in the delivery of patient care at Kayenta Health Center, Kayenta, Arizona 86003. Regular Rate Hours: (b) (4) Bill Rate: (b) (4) [redacted] (The bill rate is an all inclusive rate including all applicable taxes with no special pay for holidays or additional hours.) This is a labor-hour CLIN with not-to-exceed value of $851,760.00 that the Contractor exceeds at its own risk. FOB: Destination				0.00
	Add Item 3 as follows:				
3	Additional Funding: Contractor shall provide Emergency Department Physician Services in the delivery of patient care at Kayenta Health Center, Kayenta, Arizona 86003. Regular Rate Bill Rate: (b) (4) [redacted] Continued ...				500,000.00

NAME OF OFFEROR OR CONTRACTOR
BAY AREA ANESTHESIA LLC 292881

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(The bill rate is an all inclusive rate including all applicable taxes with no special pay for holidays or additional hours.) ALL OTHER TERMS AND CONDITIONS TO REMAIN IN EFFECT.				

352.237-75	KEY PERSONNEL	DEC 2015

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

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(End of clause)

Kayenta Health Center
Emergency Department
Performance Based Statement of Work (PBSOW)
PHYSICIAN SERVICES

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Kayenta Health Center
Emergency Department
Performance Based Statement of Work (PBSOW)
PHYSICIAN SERVICES

1.0 GENERAL:

This performance work statement describes the requirements of a non-personal service contract for the provision of EMERGENCY PHYSICIAN SERVICES for the Indian Health Services (IHS), Navajo Area Indian Health Service (NAIHS), and Kayenta Health Center (KHC) Emergency Department and Inscription House Urgent Care Clinic. The contractor shall provide a physician to cover these services at a fixed hourly rate.

1.1 BACKGROUND:

The IHS is the agency within the Department of Health and Human Services responsible for providing federal healthcare services to American Indians and Alaska Natives. The IHS is the principal federal health care provider and health advocate for Indian people and its goal is to raise their health status to the highest possible level. The IHS provides a comprehensive health service delivery system for approximately 1.9 million American Indians and Alaska Natives who belong to 564 federally recognized tribes in 35 states. The goal is to insure comprehensive and quality Emergency Physician services are available to the community served by KHC.

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

The KHC Emergency Department (ED) is currently a free-standing ED, without a local hospital, at a site shared with clinics providing outpatient services. The ED is in operation 24 hours a day, 7 days a week, and 365 days per year. In July 2016, KHC moved into a new facility, and ED visits have increased steadily and reached slightly above CY2019 or about 1500 patients a month. An in-patient unit has opened and is pending final Joint Commission approval, and the ED will no longer be free-standing but a component of a short stay hospital.

The Inscription House Center is a satellite clinic of KSU and its Urgent Care Clinic provides a more limited level of care than the Emergency Department and is open 0800 to 1700 Monday through Friday. IHHC is located approximately 45 minutes by car from KHC.

1.2 SCOPE:

The Contractor shall provide Emergency medicine physician services in accordance with section 5.0, performance based requirements.

1.2.1 Duties and responsibilities will encompass outpatient Emergency Medicine and urgent care services to IHS patients. The contractor reports to the Emergency Department

Supervisor Physician. These services may in an emergency situation occasionally require accompanying patient in ground transportation assets owned by IHS or private entities.

1.2.2 Place of Performance: The Contractor shall provide Emergency Medicine or Urgent Care services as required at the Kayenta Service Unit or IHHC as scheduled by the Emergency Department Supervisor Physician.

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

1.3 APPLICABLE DOCUMENTATION:

1.3.1 Section 231 of Public Law 101-6&7, the Crime Control Act of 1990.

1.3.2 Section 4087 of Public Law 101-630, the Indian Child Protection and Family Violence Act.

1.3.3 Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI).

1.3.4 Privacy Act of 1974.

1.3.5 Service Unit and Health Center Policies, Procedures and Protocols.

1.3.6 Public Law 102-573, Indian Health Care Improvement Act, Section 222

1.3.7 42 Code of Federal Regulations (CFR) 136.11-136.21 Contract Health Care Services.

1.3.8 Public Law 93-638, Indian Self-Determination Act

2.0 DEFINITIONS:

2.1 Acceptance: An authorized representative of the Government has inspected and agreed that the work meets all requirements of this contract, to include documentation requirements

2.2 Advanced Life Support (ALS): Emergency medical care for sustaining life, including defibrillation, airway management, and drugs and medications.

2.3 Advanced Life Support for Obstetrics (ALSO): An advanced level of hospital care and procedures to effectively manage potential emergencies during the perinatal period.

2.4 Approval: The Government has reviewed submittals, deliverables, or administrative documents (e.g., insurance certificates, installation schedules, planned utility interruptions, etc.) and has determined the documents conform to contract or contract requirements. Government Approval shall not relieve the Contractor from responsibility for complying with contract requirements.

2.5 Active Labor: Contractions less than (<) 5 minutes apart and/ or greater than (>) 4 cm dilation.

2.6 Award Term Plan: Relative to Performance Based Contracting and rewarding the Contractor for satisfactory performance with option of contract term extension.

2.7 Basic Life Support (BLS): A specific level of pre-hospital medical care provided by trained and certified responders, including Emergency Medical Technicians (EMTs). BLS consists of a number of life-saving techniques e.g. the use of airway adjuncts such as respirators, emergency oxygen therapy; application of Cardiopulmonary resuscitation and other non-invasive emergency procedures.

2.8 CMS: Centers for Medicare & Medicaid Services.

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

2.10 Contracting Officer Representative (COR): A federal employee who assists the ordering/issuing activity-contracting officer in the administration of task orders issued under this contract. The PO is primarily responsible for the day-to-day program management of the ordering activity's task or delivery orders.

2.11 Contractor: The individual/company awarded this contract.

2.12 CPARS: Contractor Performance Assessment Reporting System. A web-enable system with electronic workflow that reports and rates Contractor performance.

2.13 EHR: Electronic Health Record

2.14 Eligible Beneficiaries: Services will be made available, as medically indicated to persons of Indian descent belonging to the Indian community served by the local facilities and program. Services will also be made available, as medically indicated, to a non- Indian woman pregnant with an eligible Indian's child but only during the period of her pregnancy through postpartum (generally about six weeks after delivery).

2.15 EMTALA: Emergency Medical Treatment and Labor Act

2.16 Emergency Medical Service (EMS): Those services that do qualify for basic life support or advance life support.

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

2.18 Health insurance portability and accountability act (HIPAA) - Acronym that stands for the Health Insurance Portability and Accountability Act, a US law designed to provide privacy standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals and other health care providers. Developed by the Department of Health and Human Services.

2.19 IHS PRC eligible beneficiaries – Services will be made available, as medically indicated to persons of Indian descent belonging to an Indian community served by the local facilities and program. Services will also be made available, as medically indicted, to a non-Indian woman pregnant with an eligible Indian's child but only during the period of her pregnancy through postpartum (generally about 6 weeks after delivery.)

2.20 Inter-facility: Between two health facilities.

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

2.22 Ordering Activity Contracting Officer: An employee of IHS authorized and warranted to issue task orders and to make subsequent task order modification(s) under this contract. The Ordering Activity CO has the authority to make initial determinations on all matters of dispute regarding task orders.

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

2.24 Purchased/Referred Care (PRC): Health Services provided at the expense of the Indian Health Service (IHS) provided by public or private medical or hospital facilities other than those of the service.

2.25 Quality Assurance Surveillance Plan (QASP): An organized written document prepared and used by the Government for Quality Assurance surveillance of the contractor's performance.

2.26 RN: means the same as a Registered Nurse.

2.27 Root Cause: A situation where performance does not meet expectations. Cause suggests responsibility or a factor to blame for a problem.

2.28 Sentinel Event: An event/incident that is unique and not planned for. JCAHO definition: unexpected occurrence resulting in death or serious physical injury or the risk there of.

2.29 Service Unit: A facility that houses Service Unit administrative staff and is responsible for the administration, coordination, and implementation of the Indian Health program/s in a designated geographic portion of the Area.

2.30 Task Order: An order issued in accordance with the terms of the contract and ordering activity's specific requirements. An ordering activities written order to obtain services, at a minimum will include the following where applicable: description of services, skill categories, hours, price, period of performance, contract number, and the ordering activities task or delivery order number.

2.31 Verifiable Emergency: An unexpected/unplanned episode requiring valid documentation to confirm the occurrence.

3.0 GOVERNMENT FURNISHED INFORMATION, PROPERTY AND SERVICES:

3.1 Information: Government unique information related to this requirement, which is necessary for Contractor performance, will be made available to the Contractor. The Contracting Officer or designee will be the point of contact for identification of any required information to be supplied by the Government. The contract physicians must complete orientation (typically 8 hours) prior to working in the Emergency Department.

3.2 Joint Use by the Government and the Contractor: The Government will provide, for joint use by the Government and the Contractor, all necessary equipment, supplies, and clinic space to perform the services under this contract.

3.3 Contractor Exclusive Use:

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

3.3.2 I.D. Badge: The Government will provide facility specific contractor identification badges for each contractor. A minimum fee of $20.00 will be charged for lost or destroyed badges.

4.0 PEFORMANCE-BASED REQUIREMENTS:

The Contractor shall provide Emergency Physician Services for the Emergency Department at the Kayenta Health Center. The following are the elements of service called for under this contract. This PBSOW describes the desired service outcome; in their proposal, the Contractor shall specify how each outcome is to be achieved, including relevant logistics, and contingency plans to achieve each element in case of unforeseen circumstances. The Contractor's performance will be evaluated in accordance with the standards set forth in the Performance-based Matrix of paragraph 8.0.

4.1 The Contractor performed Emergency Physician Services

4.1.1 Kayenta Health Center Emergency Department operates 24 hours a day with 60 hours of physician services each day. That is a total need of 21,900 total hours a year, which is a combination of IHS or PHS employee and contract physician's hours. The contract hours needed may be increased or decreased if there is a change in the number of permanent KHC ED physicians or an unexpected need for more urgent care hours. The hours for each shift may change according to the needs of the ED/UC and patient population.

4.1.2 In addition to at least one physician on duty in the KHC-ED, there must always be a second physician available for back-up at all times, on all days. During double coverage hours, the second physician on duty in the ED may serve as the backup physician, but during single coverage hours, there must always be at least one other physician immediately available to come in to provide backup for emergency situations, patient overload, labor and delivery, urgent ground transfers or other emergent situations. The physician called in will not be paid overtime or additional hours but will be compensated by taking off the number of hours required for callback from their next shift. Physicians should accurately reflect their hours on their time sheets. This is normally covered by the Evening shift provider but can be covered by another if arranged ahead of time with the Department Supervisor.

4.1.3 The contractor's plan should include a strategy for sufficient physician coverage to meet patient needs seasonal volume changes, Federal holiday coverage, and available at all times for callbacks, provide support in the event of major emergencies, and to cover unanticipated gaps in ER physician coverage (that is, those caused by flight delays and so forth).

4.1.4 The contractor shall have a strategy in place to replace any contracted physician who has been assigned a time slot on the Emergency Department schedule who calls in sick, does not arrive in a timely manner or for other reasons cannot fulfill their contractual duties.

4.1.5 New-provider orientation and training may be scheduled for 1-5 days. A portion of the orientation will be on-line learning to be completed before the arrival of the physician. New contracting physicians will be given a temporary security clearance for up to 120 days but should anticipate a full security background check and possibly interview. The forms will be forwarded to you by the service unit and should be returned expeditiously. Failure to return the forms and completion of the background check in the specified time will result in dismissal from further service at KSU

4.1.6 Kayenta is open to considering a variety of staffing models, but no physician should be scheduled for more than a 12-hour shift or back-to-back shifts without time for rest and recovery.

4.1.7 The contractor shall communicate with the medical control for the Navajo Nation Emergency Medical Service and with the Ground Transport contractor stationed in Kayenta, AZ, and in accordance with KHC policies and procedures as needed.

4.2 Work Schedule:
ED shifts currently run from 7 AM to 7 PM (day shift), 7 PM to 7 AM (night shift), 9 AM to 9 PM (Morning) and 2 PM to 2 AM. (Evening). There is frequently an additional 11 AM to 11 PM (swing shift) to provide extra coverage for the busiest hours. ED shifts are subject to change. All services shall be provided on an as needed basis as scheduled by the ED Department supervisor or appointee.

5.0 Qualification Requirements: The Contactor shall meet the following requirements throughout the term of the contract.

5.1 Experience. The Contractor shall provide physicians to perform the necessary medical care for patients in a variety of emergency department situations such that at least one physician is on duty at the KHC-ED at all hours of all shifts. The Contract physicians shall provide immediate medical evaluation, examination, diagnosis, treatment, and/or referral of patients who present for care in the KHC emergency services area. The Contract physician shall provide professional advice to personnel in emergency situations with regard to professional management of patients being treated and/or hospitalized. Contract physician care shall cover the range of emergency department care typically provided in a rural civilian practice of similar size. The following list is an example of the types of cases, but is not all-inclusive:

A. Major trauma, including fractures of multiple extremities, stab wounds, open wounds of the chest, abdomen, extremities, penetrating trauma, head trauma, suspected spine injuries, lacerations, amputations;
B. Major medical emergencies such as cardiac arrest, myocardial infarction, respiratory failure, shock, diabetic ketoacidosis;
C. Obstetrical emergencies such as deliveries of single or multiple births, acute pregnancy complications, vaginal bleeding;

D. Pediatric emergencies
E. Acute psychiatric problems, including suicide attempts
F. Lower-acuity complaints including viral illnesses, other infections, minor orthopedic problems, minor trauma, alcohol abuse;
G. The contracted physician shall be responsible providing Emergency Department coverage for the inpatient service once established until the inpatient physician becomes available.
H. External cardiac pacing, endotracheal intubation with the use of appropriate anesthesia, procedure sedation, thoracentesis, tube and/or needle thoracotomy, cricothyrotomy, vaginal delivery, peritoneal lavage, laceration repair, reduction and stabilization of fractures and dislocations, arthrocentesis, paracentesis, lumbar puncture, intraosseous cannulation, use of ultrasound for the FAST exam, limited interpretation of radiographs, ultrasounds, and CT studies, electrocardiograms and administration of thrombolytics.

5.2 Quality of care by physicians: Contract physicians shall practice in adherence to typical standards and guidelines as defined by, but not limited to, KSU Governing Board bylaws, KHC Medical Staff bylaws, rules, policies and procedures, KHC ED policies and procedures, Indian Health Service, Centers for Medicare and Medicaid Services (CMS), the Joint Commission (TJC), applicable state licensure boards, and applicable federal authorities (e.g., IHS, DEA, etc.)

5.3 Documentation of care by physicians: Contract physicians shall generate and maintain proper medical record information on beneficiaries to whom treatment is provided in accordance with Indian Health Service (IHS), TJC, and CMS regulations. The Contract physician shall prepare all medical record documentation to meet or exceed the established standards of the IHS facility to include, but not limited to: timeliness, legibility, accuracy, content, and signature. Contract physicians shall complete all third party reimbursement forms. All medical record information and documentation generated in the performance of this contract must be completed prior to the shift ending and will remain the property of and subject to the exclusive control of the IHS. The contractor physician is responsible for following up and signing all ordered laboratory and imaging tests. Contract physicians are expected to use the Electronic Health Records for entry of their documentation where applicable. The Health Information Department shall be notified in advance of the contractor providers last workday. Failure to properly complete medical record documentation before leaving may result in a delay or failure of the processing of all invoices from the contractor. The contractor shall establish a reporting system that includes significant findings, major problems encountered, and plans for resolution of contract physicians.

5.4 Physician qualifications, credentials, and competencies: Contract physicians shall meet the following requirements throughout the term of the contract:

5.4.1 Experience: The Contractor shall ensure that all Contract physicians are trained and licensed to perform Emergency Physician Services.

5.4.2 Licensure: The Contractor shall ensure that all Contract physicians hold a valid, active, and unrestricted physician license in at least one state.

5.4.3 Certifications: The Contractor's physician performing services under this contract shall be certified in ATLS, ACLS, PALS, BLS. NRP and ALSO are strongly recommended for Family Practice Trained providers and required for all others.

5.4.4 Physician qualifications: The contractor's personnel performing services under this contract shall be qualified by at least one of the following routes (Note: KSU will only accept residency training from a program certified by the ACGME or AOA and board certification through specialty boards approved by the American Board of Medical Specialties):

A. Satisfactory completion of an Emergency Medicine residency with either current ABEM or ACOEM emergency medicine board certification or planned certification within 18 months of completing residency or fellowship training.
B. Satisfactory completion of an approved Family Practice residency and ABFP or ACOFP board certification in family medicine and 2000 hours, one year full time or equivalent of independent practice providing care as an emergency department physician.
C. Providers with satisfactory completion of an approved residency and board certification in another specialty and 7500 hours, three and half years of full time or equivalent of independent practice providing care as an emergency department physician.

D. Providers who are already credentialed at the Kayenta Service Unit and approved by the COR or designee.

E. Providers with lapsed board certification in one of the above categories may be considered, subject to COR or designee review, if they are currently eligible for board certification according to the standards defined by the relevant boards for their specialty.

5.4.5 Core privileges: Core privileges include those necessary for initial evaluation and management, to include identification, stabilization and treatment of acute illness and injury of patients of any age. This includes life- threatening illness or injury.

5.4.6 Competencies: The Contractor's personnel performing services under this contract shall be proficient in essential emergency medicine skills demonstrable by one of the following:

A. Completion of an emergency medicine residency within the last 4 years.
B. Presentation of a log documenting skill performance during the last 2 years.

C. Copies of skill competency documentation from other facilities within the last 2 years.
D. Signed attestation summarizing skill performance during the last 2 years.
E. Presentation of CME documentation from courses providing hands-on training and evaluation of skill performance within the last year. F. A combination of the above.
F. In order to establish and maintain core competencies, contract physicians will be required to spend 1-2 hours per month in on-line or hands-on-training arranged with the ED Medical Director.

5.5 CME: Documentation of continuing medical education (CME) is not required if within one year after graduating from an Emergency Medicine or Family Practice residency. Otherwise, a report documenting an average of 30 hours of CME per year in Emergency Medicine for the past three years is required.

5.6 Contractor documentation requirements: For each Contract physician, Contractor shall provide initial evidence of each of the above required qualifications, credentials, and competencies. In addition, Contractor shall provide, to the COR or designee, a roster that provides Contract physician names, certification number and certification expiration date. The Contractor shall furnish, to the COR or designee, copies of renewals of any licenses and certifications for all employees providing services under this contract.

5.6.1 The Contractor shall be required to maintain records that document the competence and performance level of Contractor employees working on this contract, consistent with current TJC, CMS, and other regulatory and/or accrediting body requirements. The Contractor shall provide a current copy of the competence and performance assessments to the Service Unit Clinical Director for each Contractor physician completing assignment in the Kayenta Emergency Department.

5.6.1 Documentation for credentialing of new physicians: Except when unavoidable due to urgent unanticipated needs, the Contractor will provide the information required for credentialing of any new contract physician four weeks prior to their scheduled start date. Contractors must complete on-line mandatory trainings prior to arrival.

5.7 Response to Reports: The Contractor shall cooperate with the KSU Clinical Director and the KSU Emergency Department Medical Director in resolving issues with contract physician deficiencies with respect to:

A. Clinical and Records management Error Reports
B. Morbidity/Mortality Review Reports
C. Ongoing and Focused Peer Reviews
D. Provider certifications expiration dates.
E. Performance Improvement Reviews.

5.8 Conduct: Contractor physicians shall interact in a professional manner with patients, colleagues and co-workers.

5.9 New Employee Orientation: Contract physician/providers must attend one day of new employee orientation and complete requested on-line trainings. The Contractor shall complete the Information Systems Security Awareness (ISSA) training prior to the start date.

5.10 Background Checks: The Contractor shall comply with Agency Personal Identity Verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201; this includes fingerprinting guidelines. As directed by the Contracting Officer, the Contractor shall provide all requested information necessary to perform Level I and Level II background checks. The Contractor shall comply with the requirement to obtain security investigations. The Contractor shall work with the IHS to ensure that the pre- employment screening process includes the appropriate investigation questionnaires and forms to be completed. All completed forms will be reviewed by the Contractor and forwarded to the Government Personnel. The Contractor will be immediately removed from the position if at any time the investigation receives unfavorable adjudication, or, if other unfavorable information that would affect the investigation becomes known. If FSS Contract was initiated before 10/29/2010, then fingerprint clearance can be submitted when provider first arrives on-site. If FSS Contract was initiated after 10/29/2010, then fingerprint clearance must be approved before tour of duty begins, UNLESS your FSS contract contains a Background Investigations clause, then fingerprint clearance can be submitted when provider first arrives on-site.

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

5.11 Immunizations: The contractor shall provide proof of employee immunizations for:

- Immunity to Rubella, Mumps, Measles, Varicella
- Immunity to Hepatitis B or a signed declination statement
- Tetanus Diphtheria (Td) within the last 5 years and Tdap in the past Documentation of receiving a TB Mantoux skin test (PPD) within the past 12 months with documentation of follow-up for a positive test.

6.0 Indemnification and Insurance

6.1 FAR 52.237-7 Indemnification and Medical Liability Insurance (Jan 1997)

(a) It is expressly agreed and understood that this is a non-personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: * _$1,000,000.00___.

(b) An apparently successful offer, or upon request, the Contracting Officer, shall be furnished, prior to contract award, evidence of the Contractor's insurability concerning the medical liability insurance required by paragraph (a) of this clause prior to the commencement of services under this contract. (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. If 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.

(d) 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.

(e) The Contractor shall insert the substance of this clause, including this paragraph, 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.

6.2 Contractor staff Indemnification/Insurance: If the acuity of the patient requires the contractor's staff to assist and work with IHS staff at the patient's bedside, the contractor shall provide liability insurance coverage for their staff while working in the IHS facility,

and shall indemnify the NAIHS facility and staff from all claims resulting from the performance of contractor's employees

7.0 Challenges to Conflicts: For any inconsistency between supervisor directions, this Performance Work Statement, attachments and exhibits, the following order of precedence will apply:

(a) First Priority: Supervisor's directions
(b) Second Priority: Position Description (attached)
(c) Third Priority: Performance Work Statement Exhibits
(d) Fourth Priority: Performance Work Statement Narrative

8.0 52.249-12 Termination (Personal Services) (Apr 1984):

The Government may terminate this contract at any time upon at least 15 days' written notice by the Contracting Officer to the Contractor. The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least 15 days' written notice to the Contracting Officer.

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

9.0 List of Attachments and Exhibits.

To be provided by the Contracting Officer upon request.

9.1 Attachments

Position Description (Service Unit specific)

9.2 Written Competency Assessments

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

KAYENTA HEALTH CENTER - EMERGENCY DEPARTMENT
Performance Based Statement of Work (PBSOW)
PHYSICIAN SERVICES

10.0 PERFORMANCE-BASED MATRIX

PERFORMANCE OBJECTIVES	INDICATOR	PERFORMANCE STANDARD	SURVEILLANCE PLAN	CONTRACTOR INCENTIVE
The Contractor shall provide quality Emergency Department Physician services for the Emergency Department at the Kayenta Health Center on an "as needed" basis. This will include full spectrum of emergency and urgent care. The physicians shall also be responsible for transfers (as medically indicated) and provision of emergency care to inpatients as needed.	1. Adequate staffing and on-call support to meet performance requirements 2. Quality of care Contractor physician shall provide immediate medical evaluation, treatment, and/or referral of patients who present for care at KHC Emergency Services area. The emergency medical care provided shall cover the range of emergency care typically provided in a rural civilian practice of similar size and remoteness. 3. Documentation of care with the contractor physicians using the electronic health record (EHR) for medical records documentation. 4. Physician qualifications, credentials, competencies 5. Error reports:	1. No coverage gaps 2. Adherence to standards and guidelines noted in PBSOW. 3. 100% of physicians meet requirements. 4. Documentation provided by contractor before start of duty for 100% of physicians 5. Reports are complete and timely with 100% of reports completed by deadlines. 6. Less than 3 conduct complaints by patients or staff per month total among all physicians	1. Surveillance systems will include: • Periodic chart reviews • Review of morbidity and mortality reports • Review of error reports • Substantiated complaints • Random samples 2. Review of all concerns raised by staff, patients, or receiving facilities • Ongoing PI reviews. 3. Reports of medical record coders and radiology. 4. Medical Staff Office, Human Resources, and IT reporting. 5. ED Medical Director, COR, and Clinical Director reports. 6. No more than 3 failures per quarter to comply with documentation standards:	1. Payment of hourly rate; Successful evaluation using the CPARS; avoidance of cure notice; and avoidance of fee reimbursing the Government for services required due to deficiency.

	• Quarterly reports of provider • Certification/expiration dates for ATLS, ACLS, PALS, BLS; NRP and ALSO as recommended • Medical records documentation 6. Professional conduct of providers		☐ Signing off on lab, x-ray or imaging reports. ☐ Correcting charting errors ☐ Chart completions ☐ Three (3) valid complaints by patients or by staff of deficiencies regarding patient care, contractor behavior and/or professional demeanor during a 6-month period. ☐ No more than one failure per quarter to respond to professional improvement/quality assurance and periodic review reports.	



To: Mr. Adrian Segay
From: Jackson Weaver President, Owner & CEO
Bay Area Anesthesia, LLC DBA Worldwide Medical Services, LLC
1839 S Alma School RD #335, Mesa, AZ 85210, (480) 719-7256

FSS Contract Number: 36F79723D0139
NAICS Codes: 541214, 561320, 621111, 621112, 621340, 621910, 622110, 623110
Unique Entity Number: NHBEN7FLTDR8 Tax ID(b) (4)
Set Aside: SDVOSB, ISBEE- “Buy Indian”

Date: March 26, 2025

I appreciate the opportunity to provide information regarding our ability to support the Kayenta Healthcare Center ED with staffing Emergency Physician Staffing, both ABEM and non-ABEM Physicians.

Worldwide Medical Staffing (WWM) has the necessary resources, personnel, and expertise to provide ED staffing services to Kayenta AZ. We are currently supplying up to twelve (12) ED Physicians per day across Indian Health Services and have the capacity to continue and expand our support to Kayenta if selected. Our staffing solutions ensure highly qualified ED professionals who meet all necessary credentials and compliance requirements for government healthcare settings.

The cost for our ED Physician services is as follows:

(b) (4)
(b) (4)

ABEM-Certified Physicians

- (b) (4)
  -
    -
    -
    -
    -
    -
    -
    -

Non-ABEM Physicians

- (b) (4)
  -
    -

- (b) (4) [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

(b) (4) [redacted]

- [redacted]
- [redacted]
- [redacted]
- [redacted]

We remain committed to delivering high-quality emergency medical services and look forward to supporting Kayenta with its staffing needs. Please do not hesitate to reach out if you require additional details or further clarification.

Thank you for your time and consideration.

Thank you,

Jackson Weaver

Jackson Weaver
Owner & CEO
Worldwide Medical Staffing
480-719-7256 – Direct
Jackson@wwmedical.com

RFQ ID: RFQ1533327 Active

View RFQ details

Quote ID: RFQ1533327-LGX

Pending Response

Vendor
VISTA STAFFING SOLUTIONS, INC.

DUNS:
791209872

Contract #
36F79720D0128

Prompt Pay:
0 Days 0%

Contact
(b) (6)
(b) (6)
[redacted]

Contract End Date
05/14/2025

FOB:
Destination

Source/Category
621 I/621-002

Total Quote Price:
(b) (4)

This quote is good until:
03/01/2022 07:00 PM EST

Quote Updates

Update 1 12/30/2021

Vendor Comments & Attachments

Vendor Comments

Thank you very much for posting this opportunity! We look forward to continuing to serve you in 2022.

Vendor Attachments

(b) (6)
(b) (6)
(b) (6)
(b) (6)
(b) (6)
(b) (6)
(b) (6)
(b) (6)
(b) (6)

Line Items

Mfr. Part/Item #	Manufacturer	Product/Service Name	Qty	Unit	Unit Price	Total Price
	All-Inclusive Hourly Rate	Regular/OT/Holiday Hourly Rate	(b) (4)	[redacted]	[redacted]	[redacted]

Total Line Items: (b) (4)

Total Dollar Amount in Attachments: $0.00

FOB Transportation Cost: $0.00

Total Quote: (b) (4)

Buyer Notes

Comments

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00001	See Block 16C		

6. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

VISTA STAFFING SOLUTIONS INC 298265
Attn: KEVIN
VISTA STAFFING SOLUTIONS, INC.
2800 E COTTONWOOD PKWY STE 400
COTTONWOOD HEIGHTS UT 841217296

CODE 298265 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. 36F79720D0128
75H71022F80222

10B. DATED *(SEE ITEM 13)* 01/31/2022

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
2022.J54LRED.25223

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* 52.237-3 Continuity of Services

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

UEI: CE11R34E5PA9
MODIFICATION P00001

Reason for Modification: Other Administrative Action

The purpose of this unilateral modification is to incorporate and exercise FAR PART 52.237-3 Continuity of Services (JAN 1991)

Period Of Performance End Date changed from 31-DEC-22 to 31-MAR-23

Contracting Officer changed from DEEANDRA SALABYE to TANYA M JOHNSON
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		TANYA M. JOHNSON	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	12/12/2022

NAME OF OFFEROR OR CONTRACTOR
VISTA STAFFING SOLUTIONS INC 298265

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CHANGES FOR LINE ITEM NUMBER: 1 CHANGES FOR DELIVERY LOCATION: IHSKAYENTA Delivery Date changed from 12/31/2022 to 03/31/2023 Discount Terms: HHS NET 30P Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 Appr. Yr.: 2022 CAN: J54LRED Object Class: 25223 FOB: Destination Period of Performance: 02/01/2022 to 03/31/2023 Change Item 1 to read as follows(amount shown is the obligated amount):				
1	Emergency Department Physician Services All-Inclusive Hourly Rate: (b)(4) [redacted]				0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00002	See Block 16C		

6. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

VISTA STAFFING SOLUTIONS INC 298265
Attn: KEVIN
VISTA STAFFING SOLUTIONS, INC.
2800 E COTTONWOOD PKWY STE 400
COTTONWOOD HEIGHTS UT 841217296

CODE 298265 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
36F79720D0128
75H71022F80222

10B. DATED *(SEE ITEM 13)*
01/31/2022

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
2022.J54LRED.25223

Net Decrease: -$444,566.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Unilateral; FAR 4.804-2 Close Out

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

UEI: CE11R34E5PA9
Discount Terms: HHS NET 30P
Payment:
IHSNAVAJO
P.O. BOX 9020
WINDOW ROCK AZ 86515
Appr. Yr.: 2022 CAN: J54LRED Object Class: 25223
Period of Performance: 02/01/2022 to 03/31/2023

Change Item 1 to read as follows(amount shown is the obligated amount):
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		JERLYN R. BEGAY	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	16C. DATE SIGNED 03/27/2025

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
VISTA STAFFING SOLUTIONS INC 298265

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1	Emergency Department Physician Services All-Inclusive Hourly Rate: (b)(4) [redacted]				-444,566.00

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE	OF
IHS1441037	1	11

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
36F79720D0128		75H71022F80222		

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	ROXANNE FRANKLIN	928-697-4023	

9. ISSUED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:

☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)

NAICS: 561320

SIZE STANDARD: $30.0

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
☒ SEE SCHEDULE	HHS NET 30P	☐		☐RFQ ☐IFB ☐RFP

15. DELIVER TO CODE 25

KAYENTA HEALTH CENTER
ATTN: Emergency Department
Highway 160, S of Mile Post 394.3
Kayenta AZ 86033

16. ADMINISTERED BY CODE 25

Kayenta Health Center
Acquisition Department
PO Box 368
Highway 160, Mile Post 394.3
Kayenta AZ 86033

17a. CONTRACTOR/ OFFEROR CODE 298265 FACILITY CODE

VISTA STAFFING SOLUTIONS INC 298265
Attn: KEVIN
VISTA STAFFING SOLUTIONS, INC.
2800 E COTTONWOOD PKWY STE 400
COTTONWOOD HEIGHTS UT 841217296

TELEPHONE NO. 800-3661884

☐ 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE IHSNAVAJO

IHSNAVAJO
P.O. BOX 9020
WINDOW ROCK AZ 86515

18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☒ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This is a Non Personal Service task order issued against VA contract number 36F79720D0128, cited in block no. 2 of page 1. The Contractor shall provide Licensed Physician healthcare providers in the delivery of patient care to the Kayenta Health Center Emergency Department in Kayenta, Arizona in accordance with the Performance Work Statement (PWS) directly related to this position description.				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA
2022.J54LRED.25223

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
$1,652,040.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

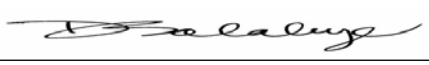
☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*



30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		DEEANDRA SALABYE	01/31/2022

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	********** NOTE TO VENDOR: Please reference the Purchase Order Number listed in Block #4 on all invoices related to this order. ********** INVOICE SUBMISSION INSTRUCTIONS: The Contractor shall submit invoices in accordance with FAR Clause 52.212-4(g) Addendum: Shall submit invoices in format stated in 52.212-4(g) and email to the following individuals: Kayenta Health Center ATTN: Financial Management Team P.O. Box 1276 Kayenta, AZ 86033 KSU Finance Department: Lucy.Todacheene@ihs.gov. Acquisition Buyer, Contract Specialist: Roxanne.Franklin@ihs.gov. Delivery: 12/31/2022 Appr. Yr.: 2022 CAN: J54LRED Object Class: 25223 Period of Performance: 02/01/2022 to 12/31/2022 Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1	Emergency Department Physician Services All-Inclusive Hourly Rate: (b) (4) [redacted] The selected Contractor's provider(s) will be subject to a pre-employment fingerprint check and background investigation. The selected Contractor's provider(s) are required to acquire pre-security and fingerprint clearance prior to beginning their tour of duty and incurring costs. The hourly rate listed herein is an All Inclusive Rate, meaning the Contractor is responsible for all costs associated with providing said services, i.e. travel, per diem, lodging/housing, etc. If Government housing becomes available, the provider shall contact the Kayenta Health Center Housing Services Department, and make rental/payment arrangements; telephone number (928) 697-5010. The Contractor is responsible for all applicable Federal, State and Local Taxes. Administrative Contracting Officer (CO): Roxanne Franklin, Contract Specialist, (928) 697-4023, Roxanne.Franklin@ihs.gov. Per FAR 2.101(b) the Contracting Officer (CO): only individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. Also is the only individual to authorize modifications to contracts and/or terms and conditions. Supervisory Point of Contact (SPOC): Dr. Anthony Griffay, ER Medical Officer, Telephone: (928) 697-4096, Anthony.Griffay@ihs.gov. The SPOC shall certify timesheets and invoices submitted prior to COR. Continued ...				1,652,040.00

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Per FAR Subpart 1.602-2(d), the CO determines that this order requires a Contracting Officer Representative (COR). Contracting Officers Representative (COR): Sheila Denny, Contract Specialist, Telephone: (928) 697-4027, Sheila.Denny@ihs.gov. COR: is primarily responsible for monitoring the technical progress including surveillance and assessment of performance under this task order. **INVOICE SUBMISSION: the Contractor shall submit an original invoice in accordance with FAR 52.212-4(g) Addendum: Shall submit invoices in format stated in 52.212-4(g) and email to the following individuals: Kayenta Health Center ATTN: Financial Management Team P.O. Box 1276 Kayenta, AZ 86033 Acquisition Buyer, Contract Specialist: Roxanne.Franklin@ihs.gov. The Contractor is required to mail invoices, but in addition, the Contractor may also email invoices to the following address: Lucy.Todacheene@ihs.gov. Questions regarding payments, contact Finance at (928) 697-4386/4389. Additionally, the Contractor is required to include its Data Universal Numbering System (DUNS) number on each invoice. For additional information about the Dun & Bradstreet (D&B) DUNS number, please visit http://fedgov.dnb.com/webform. Invoices shall be submitted in accordance with the contract terms, i.e. payment schedule, progress payments, partial payments, deliverables, etc. All information set forth in FAR Clause 52.212-4(g), Invoice, must be included in all invoices for it to constitute a proper invoice. Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	In accordance with OMB Memorandum, M-11-32, Agencies shall make payments to small businesses as soon as practicable, with the goal of making payments within 15 days of receipt of a proper invoice. If a small business contractor is not paid within this (15 day) accelerated period, the contractor will not be given a late-payment interest penalty. Interest penalties, as prescribed by the Prompt Payment Act, remain unchanged by means of this memorandum. All small businesses shall label all invoices as Small Business. Additionally, in accordance with OMB Memorandum, M-12-16, all prime contractors are encouraged to disburse funds received from the Federal Government to their small business subcontractors in a prompt manner. To assist prime contractors in expediting contractor payments to small business subcontractors, Agencies shall, to the full extent permitted by law, temporarily establish an earlier, accelerated date for making agency payments to all prime contractors. Consistent with OMB Memorandum M-11-32 above, Agencies shall have a goal of paying all prime contractors within 15 days of receiving proper documentation. In an effort to support small business growth, drive economic activity and job creation, the Contractor is encouraged to accelerate payments to their small business subcontractors. In accordance with the requirements of the Debt Collection Improvement Act of 1996, all payments under this order will be made by electronic funds transfer (EFT). The Contractor shall provide financial institution information to the Finance Office designated above in accordance with FAR 52.232-33 Payment by Electronic Funds Transfer System for Award Management. Pre-Security/Fingerprinting must be cleared prior to starting tour of duty and incurring costs. If contractor?s provider is selected, then the Contractor and provider shall provide the following Pre-Security/Fingerprinting documents. 1) Complete Resume 2) OIG Clearance 3) Licenses/Certifications (ACLS, PALS, BLS, Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	TNCC, Diplomas etc.) 4) Copy of school transcripts 5) Declaration of Federal Employment (Typed/Original Signature) 6) Child Addendum (Typed/Original Signature) 7) OFI Form 86C 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011) (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201. (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government: (1) When no longer needed for contract performance. (2) Upon completion of the Contractor employees employment. (3) Upon contract completion or termination. (c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements. (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractors employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer. 52.237-7 Indemnification and Medical Liability Insurance (Jan 1997) Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(a) It is expressly agreed and understood that this is a nonpersonal 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 Contractors professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: $1,000,000 per occurrence; $3,000,000 aggregate. (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 Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

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 Governments 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.

Department of Health and Human Services
Applicable Clauses:
352.202-1 Definitions. (JAN 2006)
352.224-70 Privacy Act (DEC 2015)
352.226-1 Indian Preference (DEC 2015)
352.226-2 Indian Preference Program (DEC 2015)
352.237-70 Pro-Children Act. (Dec 2015)

352.237-71 Crime Control Act of 1990-Reporting of Child Abuse (Dec 2015)
(a) Public Law 101-647, also known as the Crime Control Act of 1990 (Act), imposes responsibilities on certain individuals who, while engaged in a professional capacity or activity, as defined in the Act, on Federal land or in a federally-operated (or contracted) facility, learn of facts that give the individual reason to suspect that a child has suffered an incident of child abuse.
(b) The Act designates covered professionals as those persons engaged in professions and
Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	activities in eight different categories including, but not limited to, teachers, social workers, physicians, dentists, medical residents or interns, hospital personnel and administrators, nurses, health care practitioners, chiropractors, osteopaths, pharmacists, optometrists, podiatrists, emergency medical technicians, ambulance drivers, alcohol or drug treatment personnel, psychologists, psychiatrists, mental health professionals, child care workers and administrators, and commercial film and photo processors. The Act defines the term child abuse as the physical or mental injury, sexual abuse or exploitation, or negligent treatment of a child. (c) Accordingly, any person engaged in a covered profession or activity under an HHS contract or subcontract, regardless of the purpose of the contract or subcontract, shall immediately report a suspected child abuse incident in accordance with the provisions of the Act. If a child is suspected of being harmed, the appropriate State Child Abuse Hotline, local child protective services (CPS), or law enforcement agency shall be contacted. For more information about where and how to file a report, the Childhelp USA, National Child Abuse Hotline (1-800-4-A-CHILD) shall be called. Any covered professional failing to make a timely report of such incident shall be guilty of a Class B misdemeanor. (d) By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Act. The Act also applies to all applicable subcontracts awarded under this contract. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Act. 352.237-72 Crime Control Act of 1990-Requirement for Background Checks (Dec 2015) (a) Public Law 101-647, also known as the Crime Control Act of 1990 (Act), requires that all individuals involved with the provision of child care services to children under the age of 18 undergo a criminal background check. Child care Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	services include, but are not limited to, social services, health and mental health care, child (day) care, education (whether or not directly involved in teaching), and rehabilitative programs. Any conviction for a sex crime, an offense involving a child victim, or a drug felony, may be grounds for denying employment or for dismissal of an employee providing any of the services listed above. (b) The Contracting Officer will provide the necessary information to the Contractor regarding the process for obtaining the background check. The Contractor may hire a staff person provisionally prior to the completion of a background check, if at all times prior to the receipt of the background check during which children are in the care of the newly-hired person, the person is within the sight and under the supervision of a previously investigated staff person. (c) By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Act. The Act also applies to all applicable subcontracts awarded under this contract. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Act. Health Insurance Portability and Accountability Act (HIPAA) The Indian Health Service (IHS) is required to comply with HIPAA in the provision of health care to IHS patients. HIPAA was implemented by the U.S. Department of Health and Human Services, Office of Civil Rights, under the Code of Federal Regulations, Part 160 and 164. Accordingly, all health care providers, including contracted health care providers are required to comply with HIPAA requirements (Full text will be furnished upon request). ADDITIONAL APPLICABLE FEDERAL ACQUISITION CLAUSES 52.204-7 System Award Management (Oct 2018) 52.209-5 Certification Regarding Responsibility Matters (Oct 2015) 52.209-11 Representation by Corporations Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Regarding Delinquent Tax Liability or a Felony conviction under any Federal Law (Feb 2016) 52.212-4 Contract Terms and Conditions-Commercial Items (Oct 2018) 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Items (Oct 2020) 52.224-1 Privacy Act Notification (Apr 1984) 52.224-2 Privacy Act (Apr 1984) 52.229-3 Federal, State, and Local Taxes (Feb 2013) 52.232-18 Availability of Funds (APR 1984) 52.232-33 Payment by Electronic Funds Transfer System for Award Management (Jul 2013) 52.232-40 Providing Accelerated Payments to Small Business Sub-Contractors (Dec 2013) 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Aug 1984) LIST OF ATTACHMENTS: -Performance Work Statement (PWS) No.: ERPHYS22 The total amount of award: $1,652,040.00. The obligation for this award is shown in box 26.				

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1.0 GENERAL:

This performance work statement describes the requirements of a non-personal service contract for the provision of EMERGENCY PHYSICIAN SERVICES for the Indian Health Services (IHS), Navajo Area Indian Health Service (NAIHS), and Kayenta Health Center (KHC) Emergency Department and Inscription House Urgent Care Clinic. The contractor shall provide a physician to cover these services at a fixed hourly rate.

1.1 BACKGROUND:

The IHS is the agency within the Department of Health and Human Services responsible for providing federal healthcare services to American Indians and Alaska Natives. The IHS is the principal federal health care provider and health advocate for Indian people and its goal is to raise their health status to the highest possible level. The IHS provides a comprehensive health service delivery system for approximately 1.9 million American Indians and Alaska Natives who belong to 564 federally recognized tribes in 35 states. The goal is to insure comprehensive and quality Emergency Physician services are available to the community served by KHC.

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

The KHC Emergency Department (ED) is currently a free-standing ED, without a local hospital, at a site shared with clinics providing outpatient services. The ED is in operation 24 hours a day, 7 days a week, 365 days per year. In July 2016, KHC moved into a new facility, and ED visits have increased steadily and reached slightly above 1800 in CY2019 or about 1500 patients a month. In the near future, an in-patient unit is expected to open, and the ED will no longer be free-standing but a component of a short stay hospital.

The Inscription House Center is a satellite clinic of KSU and its Urgent Care Clinic provides a more limited level of care than the Emergency Department and is open 0800 to 1700 Monday through Friday. IHHC is located approximately 45 minutes by car from KHC.

1.2 SCOPE:

The Contractor shall provide Emergency medicine physician services in accordance with section 5.0, performance based requirements.

1.2.1 **Duties and responsibilities** will encompass outpatient Emergency Medicine and urgent care services to IHS patients. The contractor reports to the Emergency Department Supervisor Physician. These services may in an emergency situation occasionally require accompanying patient in ground transportation assets owned by IHS or private entities.

1.2.2 **Place of Performance:** The Contract shall provide Emergency Medicine or Urgent Care services as required at the Kayenta Service Unit or IHHC as scheduled with the Emergency Department Supervisor Physician.

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

1.3 APPLICABLE DOCUMENTATION:

1.3.1 Section 231 of Public Law 101-6&7, the Crime Control Act of 1990.

1.3.2 Section 4087 of Public Law 101-630, the Indian Child Protection and Family Violence Act.

1.3.3 Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI).

1.3.4 Privacy Act of 1974.

1.3.5 Service Unit and Health Center Policies, Procedures and Protocols.

1.3.6 Public Law 102-573, Indian Health Care Improvement Act, Section 222

1.3.7 42 Code of Federal Regulations (CFR) 136.11-136.21 Contract Health Care Services.

1.3.8 Public Law 93-638, Indian Self-Determination Act

2.0 DEFINITIONS:

2.1 **Acceptance:** An authorized representative of the Government has inspected and agreed that the work meets all requirements of this contract, to include documentation requirements

2.2 **Advanced Life Support (ALS):** Emergency medical care for sustaining life, including defibrillation, airway management, and drugs and medications.

2.3 **Advanced Life Support for Obstetrics (ALSO):** An advanced level of hospital care

and procedures to effectively manage potential emergencies during the perinatal period.

2.4 Approval: The Government has reviewed submittals, deliverables, or administrative documents (e.g., insurance certificates, installation schedules, planned utility interruptions, etc.) and has determined the documents conform to contract or contract requirements. Government Approval shall not relieve the Contractor from responsibility for complying with contract requirements.

2.5 Active Labor: Contractions less than (<) 5 minutes apart and/ or greater than (>) 4 cm dilation.

2.6 Award Term Plan: Relative to Performance Based Contracting and rewarding the Contractor for satisfactory performance with option of contract term extension.

2.7 Basic Life Support (BLS): A specific level of pre-hospital medical care provided by trained and certified responders, including Emergency Medical Technicians (EMTs). BLS consists of a number of life-saving techniques e.g. the use of airway adjuncts such as respirators, emergency oxygen therapy; application of Cardiopulmonary resuscitation and other non-invasive emergency procedures.

2.8 CMS: Centers for Medicare & Medicaid Services.

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

2.10 Contracting Officer Representative (COR): A federal employee who assists the ordering/issuing activity-contracting officer in the administration of task orders issued under this contract. The PO is primarily responsible for the day-to-day program management of the ordering activity's task or delivery orders.

2.11 Contractor: The individual/company awarded this contract.

2.12 CPARS: Contractor Performance Assessment Reporting System**.** A web-enable system with electronic workflow that reports and rates Contractor performance.

2.13 EHR: Electronic Health Record

2.14 Eligible Beneficiaries: Services will be made available, as medically indicated to persons of Indian descent belonging to the Indian community served by the local facilities and program. Services will also be made available, as medically indicated, to a non-Indian woman pregnant with an eligible Indian's child but only during the period of her pregnancy through postpartum (generally about six weeks after delivery)

2.15 EMTALA: Emergency Medical Treatment And Labor Act

2.16 Emergency Medical Service (EMS): Those services that do qualify for basic life support or advance life support.

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

2.18 Health insurance portability and accountability act (HIPAA) - Acronym that stands for the Health Insurance Portability and Accountability Act, a US law designed to provide privacy standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals and other health care providers. Developed by the Department of Health and Human Services.

2.19 IHS PRC eligible beneficiaries – Services will be made available, as medically indicated to persons of Indian descent belonging to an Indian community served by the local facilities and program. Services will also be made available, as medically indicted, to a non-Indian woman pregnant with an eligible Indian's child but only during the period of her pregnancy through postpartum (generally about 6 weeks after delivery.)

2.20 Inter-facility: Between two health facilities.

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

2.22 Ordering Activity Contracting Officer: An employee of IHS authorized and warranted to issue task orders and to make subsequent task order modification(s) under this contract. The Ordering Activity CO has the authority to make initial determinations on all matters of dispute regarding task orders.

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

2.24 Purchased/Referred Care (PRC): Health Services provided at the expense of the Indian Health Service (IHS) provided by public or private medical or hospital facilities other than those of the service.

2.25 Quality Assurance Surveillance Plan (QASP): An organized written document

prepared and used by the Government for Quality Assurance surveillance of the contractor's performance.

2.26 RN: means the same as a Registered Nurse.

2.27 Root Cause: A situation where performance does not meet expectations. Cause suggests responsibility or a factor to blame for a problem.

2.28 Sentinel Event: An event/incident that is unique and not planned for. JCAHO definition: unexpected occurrence resulting in death or serious physical injury or the risk there of.

2.29 Service Unit: A facility that houses Service Unit administrative staff and is responsible for the administration, coordination, and implementation of the Indian Health program/s in a designated geographic portion of the Area.

2.30 Task Order: An order issued in accordance with the terms of the contract and ordering activity's specific requirements. An ordering activities written order to obtain services, at a minimum will include the following where applicable: description of services, skill categories, hours, price, period of performance, contract number, and the ordering activities task or delivery order number.

2.31 Verifiable Emergency: An unexpected/unplanned episode requiring valid documentation to confirm the occurrence.

3.0 GOVERNMENT FURNISHED INFORMATION, PROPERTY AND SERVICES:

3.1 Information: Government unique information related to this requirement, which is necessary for Contractor performance, will be made available to the Contractor. The Contracting Officer or designee will be the point of contact for identification of any required information to be supplied by the Government. The contract physicians must complete orientation (typically 8 hours) prior to working in the Emergency Department.

3.2 Joint Use by the Government and the Contractor: The Government will provide, for joint use by the Government and the Contractor, all necessary equipment, supplies, and clinic space to perform the services under this contract.

3.3 Contractor Exclusive Use:

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

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

4.0 CONTRACTOR FURNISHED INFORMATION, PROPERTY AND SERVICES:

4.1 Electronic Prescribing of Controlled Substances Token

Arizona will require electronic prescription of controlled substances starting Jan 1st 2020. To comply with that mandate, KSU has initiated Electronic Prescribing of Controlled Substances (EPCS). EPCS requires providers to use a digital signing token as a component of the "two-factor" identification.

Effective January 1st 2021, KSU will require that all contracting providers possess a digital signing token for EPCS use. This will now be considered a requirement for employment; KSU will no longer purchase them for contractors.

KSU recommends IdenTrust as a source for the digital signing token. The cost is approximately $175; however the good news is that the token will be valid for two years and also it can be used at other IHS facilities who use the same EHR/RPMS system (i.e. you do NOT need to purchase additional tokens if you contract at other IHS facilities).

Information and instructions for obtaining a digital signing token from IdenTrust will be provided to each provider prior to their orientation by the Pharmacy. To simplify this process, once the contractor has their security profile verified and receives their token from IdenTrust, KSU can complete the token initialization process when the contractor arrives on site.

5.0 PEFORMANCE-BASED REQUIREMENTS:

The Contractor shall provide Emergency Physician Services for the Emergency Department at the Kayenta Health Center. The following are the elements of service called for under this contract. This PBSOW describes the desired service outcome; in their proposal, the Contractor shall specify how each outcome is to be achieved, including relevant logistics, and contingency plans to achieve each element in case of unforeseen circumstances. The Contractor's performance will be evaluated in accordance with the standards set forth in the Performance-based Matrix of paragraph 8.0.

5.1 The Contractor performed Emergency Physician Services

5.1.1 Kayenta Health Center needs Emergency Department operates 24 hours a days with 48 hours of physician services each day. That is a total need of 21,900 total hours a year, which is a combination of IHS or PHS employee and contract physician's hours. The contract hours needed will could increase or decrease if there is a change in the number of permanent KHC ED physicians or an unexpected need for more urgent care hours. The hours for each shift may change according to the needs of the ED/UC and patient population.

5.1.2 In addition to at least one physician on duty in the KHC-ED, there must always be a second physician available for back-up at all times, on all days. During double coverage hours, the second physician on duty in the ED may serve as the backup physician, but during single coverage hours, there must always be at least one other Contract physician immediately available to come in to provide backup. This is normally covered by the Evening shift provider but can be covered by another if arranged ahead of time with the Department Supervisor.

5.1.3 While emergency medicine residency training is not required of all providers (see Qualification Requirements), it is recommended that at least one of the physicians working during each 24-hour period must be emergency medicine residency-trained. .The ED physicians must provide back up for each other in the event of major emergencies, such as multi-victim trauma, overwhelming patient volume, and obstetrical emergencies, where additional help assures better patient care and throughput. This occurs most frequently with women in labor who are deemed safe to transport to a higher level of care but who may require medical support in the event of a precipitous delivery. Callback is expected in these situations because the ER cannot be left without physician coverage.

5.1.4 The contractor's plan should include a strategy for sufficient physician coverage to meet patient needs (including seasonal volume changes), be available at all times for callbacks, provide support in the event of major emergencies, and to cover unanticipated gaps in ER physician coverage (that is, those caused by flight delays and so forth). To meet these needs, there must never be a time when there is only one Contract physician in Kayenta. In addition to at least one physician on duty in the KHC-ED, there must always be at least a second physician available for back-up at all times, on all days. During double coverage hours, the second physician on dutyin the ED may serve as the backup physician, but during single coverage hours, there must always be at least one other Contract physician immediately available to come in to provide backup. Exceptions are only acceptable if alternative arrangements are previously made with and approved by the KHC-ED Medical Director or KHC Clinical Director.

5.1.5 New-provider orientation and training may be scheduled for 1-5 days. A portion of the orientation will be on-line learning to be completed before the arrival of the physician.

5.1.6 Kayenta is open to considering a variety of staffing models, but no physician should be scheduled for more than a 12-hour shift or back-to-back shifts without time for rest and recovery.

5.1.7 The contractor shall communicate with the medical control for the Navajo Nation Emergency Medical Service and with the Ground Transport

contractor stationed in Kayenta, AZ, and in accordance with KHC policies and procedures as needed.

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5.2 Work Schedule:

ED shifts currently run from 7 AM to 7 PM (day shift), 7 PM to 7 AM (night shift), 9 AM to 9 PM (Morning) and 2 PM to 2 AM. (Evening). There is frequently an additional 11 AM to 11 PM (swing shift) to provide extra coverage for the busiest hours. All services shall be provided on an as needed basis as scheduled by the ED Department supervisor or appointee.

6.0 Qualification Requirements: The Contactor shall meet the following requirements throughout the term of the contract.

6.1 Experience. The Contractor shall provide physicians to perform the necessary medical care for patients in a variety of emergency department situations such that at least one physician is on duty at the KHC-ED at all hours of all shifts. The Contractor physicians shall provide immediate medical evaluation, examination, diagnosis, treatment, and/or referral of patients who present for care in the KHC emergency services area. The Contractor physician shall provide professional advice to personnel in emergency situations with regard to professional management of patients being treated and/or hospitalized. Contractor physician care shall cover the range of emergency department care typically provided in a rural civilian practice of similar size. The following list is an example of the types of cases, but is not all-inclusive:

A. Major trauma, including fractures of multiple extremities, stab wounds, open wounds of the chest and abdomen, head trauma, suspected spine injuries, lacerations, amputations;
B. Major medical emergencies such as cardiac arrest, myocardial infarction, respiratory failure, shock, diabetic ketoacidosis;
C. Obstetrical emergencies such as deliveries of single or multiple births, acute pregnancy complications, vaginal bleeding;
D. Pediatric emergencies
E. Acute psychiatric problems, including suicide attempts
F. Lower-acuity complaints including viral illnesses, other infections, minor orthopedic problems, minor trauma, alcohol abuse;
G. The contracted physician shall be responsible providing Emergency Department coverage for the inpatient service once established until the inpatient physician becomes available.
H. External cardiac pacing, endotracheal intubation with the use of appropriate anesthesia, procedure sedation, thoracentesis, tube and/or needle thoracotomy, cricothyrotomy, vaginal delivery, peritoneal lavage, laceration repair, reduction and stabilization of fractures and dislocations, arthrocentesis, paracentesis, lumbar puncture, intraosseous cannulation, use of ultrasound for the FAST exam, limited interpretation of radiographs, ultrasounds, and CT studies, electrocardiograms and administration of thrombolytics.

6.2 **Quality of care by physicians:** Contractor physicians shall practice in adherence to typical standards and guidelines as defined by, but not limited to, KSU Governing Board bylaws, KHC Medical Staff bylaws, rules, policies and procedures, KHC ED policies and procedures, Indian Health Service, Centers for Medicare and Medicaid Services (CMS), the Joint Commission (TJC), applicable state licensure boards, and applicable federal authorities (e.g., IHS, DEA, etc.)

6.3 **Documentation of care by physicians:** Contract physicians shall generate and maintain proper medical record information on beneficiaries to whom treatment is provided in accordance with Indian Health Service (IHS), TJC, and CMS regulations. The Contractor physician shall prepare all medical record documentation to meet or exceed the established standards of the IHS facility to include, but not limited to: timeliness, legibility, accuracy, content, and signature. Contractor physicians shall complete all third party reimbursement forms. All medical record information and documentation generated in the performance of this contract must be completed at the time of departure and will remain the property of and subject to the exclusive control of the IHS. The contractor physician is responsible for following up all ordered laboratory and x-ray tests. Contract physicians are expected to use the Electronic Health Records for entry of their documentation where applicable. The Health Information Department shall be notified in advance of the contractor providers last workday. Failure to properly complete medical record documentation before leaving may result in a delay or failure of the processing of all invoices from the contractor. The contractor shall establish a reporting system that includes significant findings, major problems encountered, and plans for their resolution.

6.4 **Physician qualifications, credentials, and competencies:** Contract physicians shall meet the following requirements throughout the term of the contract:

6.4.1 **Experience:** The Contractor shall ensure that all Contract physicians are trained and licensed to perform Emergency Physician Services.

6.4.2 **Licensure:** The Contractor shall ensure that all Contract physicians hold a valid, active, and unrestricted physician license in at least one state.

6.4.3 **Certifications**: The Contractor's physician performing services under this contract shall be certified in ATLS, ACLS, PALS, BLS. NRP and ALSO strongly recommended for Family Practice Trained providers and required for all others.

6.4.4 **Physician qualifications:** The contractor's personnel performing services under this contract shall be qualified by at least one of the following routes (Note: Only accept residency training from a program

certified by the ACGME or AOA and board certification through specialty boards approved by the American Board of Medical Specialties or AOA):

A. Satisfactory completion of an Emergency Medicine with either current ABEM or ACOEM emergency medicine board certification or planned certification within 18 months of completing residency or fellowship training.

B. Satisfactory completion of an approved Family Practice residency and ABFP board certification family medicine and 2000 hours, one-year full time or equivalent of independent practice providing care as an emergency department physician.

C. Providers with satisfactory completion of an approved residency and board certification in another specialty and 7500 hours, three and half years of full time or equivalent of independent practice providing care as an emergency department physician; or no board certification may be considered if they have 10,000 hours or five years of full time experience as Emergency Physicians with commensurate volume and acuity. This is subject to COR or designee review and limited to situations in which no more highly qualified individuals are available. If the provider demonstrates a high degree of competency in the Kayenta Health Center Emergency Department the COR may, upon the recommendation of the Emergency Department Medical Director and Medical Staff, determine that this provider may be considered on a continuous part time basis.

D. Providers who are already credentialed at the Kayenta Service Unit and approved by the COR or designee.

E. Providers with lapsed board certification in one of the above categories may be considered, subject to COR or designee review, if they are currently eligible for board certification according to the standards defined by the relevant boards for their specialty.

6.4.5 **Core privileges:** Core privileges include those necessary for initial evaluation and management, to include identification, stabilization and treatment of acute illness and injury of patients of any age. This includes life- threatening illness or injury.

6.4.6 **Competencies:** The Contractor's personnel performing services under this contract shall be proficient in essential emergency medicine skills demonstrable by one of the following:

A. Completion of an emergency medicine residency within the last 4 years.

B. Presentation of a log documenting skill performance during the last 2 years.
C. Copies of skill competency documentation from other facilities within the last 2 years.
D. Signed attestation summarizing skill performance during the last 2 years.
E. Presentation of CME documentation from courses providing hands-on training and evaluation of skill performance within the last year.
F. A combination of the above.
G. In order to establish and maintain core competencies, contract physicians will be required to spend 1-2 hours per month in on-line or hands-on-training arranged with the ED Medical Director.

6.5 **CME**: Documentation of continuing medical education (CME) is not required if within one year after graduating from an Emergency Medicine or Family Practice residency. Otherwise, a report documenting an average of 30 hours of CME per year in Emergency Medicine for the past three years is required.

6.6 **Contractor documentation requirements:** For each Contract physician, Contractor shall provide initial evidence of each of the above required qualifications, credentials, and competencies. In addition, Contractor shall provide, to the COR or designee, a roster that provides Contract physician names, certification number and certification expiration date. The Contractor shall furnish, to the COR or designee, copies of renewals of any licenses and certifications for all employees providing services under this contract.

6.6.1 The Contractor shall be required to maintain records that document the competence and performance level of Contractor employees working on this contract, consistent with current TJC, CMS, and other regulatory and/or accrediting body requirements. The Contractor shall provide a current copy of the competence and performance assessments to the Service Unit Clinical Director for each Contractor physician completing assignment in the Kayenta Emergency Department.

6.6.2 Documentation for credentialing of new physicians:
Except when unavoidable due to urgent unanticipated needs, the Contractor will provide the information required for credentialing of any new contract physician four weeks prior to their scheduled start date. Contractors must complete on-line mandatory trainings prior to arrival.

6.7 **Response to Reports:** The Contractor shall cooperate with the KSU Clinical Director and the KSU Emergency Department Medical Director in resolving issues with contract physician deficiencies with respect to:

A. Clinical and Records management Error Reports
B. Morbidity/Mortality Review Reports
C. Ongoing and Focused Peer Reviews
D. Provider certifications expiration dates.
E. Performance Improvement Reviews.

6.8 **Conduct:** Contractor physicians shall interact in a professional manner with patients, colleagues and co-workers.

6.9 **New Employee Orientation**: Contract physician/providers must attend one day of new employee orientation and complete requested on-line trainings. The Contractor shall complete the Information Systems Security Awareness (ISSA) training within 24 hours of start date.

6.10 **Background Checks:** The Contractor shall comply with Agency Personal Identity Verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201; this includes fingerprinting guidelines. As directed by the Contracting Officer, the Contractor shall provide all requested information necessary to perform Level I and Level II background checks. The Contractor shall comply with the requirement to obtain security investigations. The Contractor shall work with the IHS to ensure that the pre-employment screening process includes the appropriate investigation questionnaires and forms to be completed. All completed forms will be reviewed by the Contractor and forwarded to the Government Personnel. The Contractor will be immediately removed from the position if at any time the investigation receives unfavorable adjudication, or, if other unfavorable information that would affect the investigation becomes known. If FSS Contract was initiated before 10/29/2010, then fingerprint clearance can be submitted when provider first arrives on-site. If FSS Contract was initiated after 10/29/2010, then fingerprint clearance must be approved before tour of duty begins, UNLESS your FSS contract contains a Background Investigations clause, then fingerprint clearance can be submitted when provider first arrives on-site.
The Contractor shall turn in all Human Resource application forms to Clinical Department at least 5 days prior to beginning tour of duty. Clinical Department will forward forms to the local Human Resource Department. Have two (2) forms of Identification.

6.11 **Immunizations:** The contractor shall provide proof of employee immunizations for:

- Immunity to Rubella, Mumps, Measles, Varicella
- Immunity to Hepatitis B or a signed declination statement
- Tetanus Diphtheria (Td) within the last 5 years and Tdap in the past
- Documentation of receiving a TB Mantoux skin test (PPD) within the past 12 months with documentation of follow-up for a positive test.

7.0 Indemnification and Insurance

7.1 **FAR 52.237-7 Indemnification and Medical Liability Insurance (Jan 1997)**

(a) It is expressly agreed and understood that this is a non-personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: * _$1,000,000.00_____.

(b) An apparently successful offer, or upon request, the Contracting Officer, shall be furnished, prior to contract award, evidence of the Contractor's insurability concerning the medical liability insurance required by paragraph (a) of this clause prior to the commencement of services under this contract.

(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. If 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.

(d)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.
(e)The Contractor shall insert the substance of this clause, including this paragraph, 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.

7.2 Contractor staff Indemnification/Insurance: If the acuity of the patient requires the contractor's staff to assist and work with IHS staff at the patient's bedside, the contractor shall provide liability insurance coverage for their staff while working in the IHS facility, and shall indemnify the NAIHS facility and staff from all claims resulting from the performance of contractor's employees

8.0 Challenges to Conflicts: For any inconsistency between supervisor directions, this Performance Work Statement, attachments and exhibits, the following order of precedence will apply:

(a) First Priority: Supervisor's directions
(b) Second Priority: Position Description (attached)
(c) Third Priority: Performance Work Statement Exhibits
(d) Fourth Priority: Performance Work Statement Narrative

9.0 52.249-12 Termination (Personal Services) (Apr 1984): The Government may terminate this contract at any time upon at least 15 days' written notice by the Contracting Officer to the Contractor. The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least 15 days' written notice to the Contracting Officer.

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

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

10.1 Attachments

Position Description (Service Unit specific)

10.2 Written Competency Assessments

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

11.0 PERFORMANCE-BASED MATRIX

PERFORMANCE OBJECTIVES	INDICATOR	PERFORMANCE STANDARD	SURVEILLANCE PLAN	CONTRACTOR INCENTIVE
The Contractor shall provide quality Emergency Department Physician services for the Emergency Department at the Kayenta Health Center on an "as needed" basis. This will include full spectrum of emergency and urgent care. The physicians shall also be responsible for transfers (as medically indicated) and provision of emergency care to inpatients as needed.	1. Adequate staffing and on-call support to meet performance requirements 2. Quality of care Contractor physician shall provide immediate medical evaluation, treatment, and/or referral of patients who present for care at KHC Emergency Services area. The emergency medical care provided shall cover the range of emergency care typically provided in a rural civilian practice of similar size and remoteness. 3. Documentation of care with the contractor physicians using the electronic health record (EHR) for medical records documentation. 4. Physician qualifications, credentials, competencies 5. Error reports:	1. No coverage gaps 2, 3. Adherence to standards and guidelines noted in PBSOW. 4. 100% of physicians meet requirements. 5. Documentation provided by contractor before start of duty for 100% of physicians 6. Reports are complete and timely with 100% of reports completed by deadlines. 7. Less than 3 conduct complaints by patients or staff per month total among all physicians	1. Surveillance systems will include: • Periodic chart reviews • Review of morbidity and mortality reports • Review of error reports • Substantiated complaints • Random samples 2. Review of all concerns raised by staff, patients, or receiving facilities • Ongoing PI reviews. 3. Reports of medical record coders and radiology. 4. Medical Staff Office, Human Resources, and IT reporting. 5. ED Medical Director, COR, and Clinical Director reports. 6. No more than 3 failures per quarter to comply with documentation standards:	1. Payment of hourly rate; Successful evaluation using the CPARS; avoidance of cure notice; and avoidance of fee reimbursing the Government for services required due to deficiency.

	• Quarterly reports of provider • Certification/ expiration dates for ATLS, ACLS, PALS, BLS; NRP and ALSO as recommended • Medical records documentation 6. Professional conduct of providers		• Signing off on lab, x-ray or imaging reports. • Correcting charting errors • Chart completions • Three (3) valid complaints by patients or by staff of deficiencies regarding patient care, contractor behavior and/or professional demeanor during a 6-month period. • No more than one failure per quarter to respond to professional improvement/quality assurance and periodic review reports.	