

## **PERFORMANCE WORK STATEMENT**

### **I. 1. INTRODUCTION:**

The USDA Forest Service Job Corps Civilian Conservation Centers (JCCCC) provide academic, vocational, and life-learning skills to at risk youth and young adults at 24 Job Corps Centers across the United States (U.S.). As part of this program, youth and young adults at the Centers are provided healthcare services as follows: medical, dental, mental health, and drug & alcohol intervention. Each Forest Service JCCCC has a need for basic health services provided by licensed medical professionals that includes examinations and assessments, treatment, issuance of prescriptions and immunizations, monitoring health conditions, recommending hospitalization, follow-up care, and prevention planning and intervention.

### **III. 2. BACKGROUND:**

Job Corps is a U.S. Department of Labor (DOL), Employment and Training Administration (ETA) program. Job Corps is designed to assist young people who need and can benefit from the wide-range of services provided at a Job Corps center. Services include the following: basic education, High School Diploma (HSD) program; General Educational Development (GED); vocational skills training; residential living program; healthcare; and related support services. The comprehensive combination of training and support services is designed to help each student become a responsible and productive citizen. Student populations range from 100 to over 300 enrollments depending on the Center's On Board Strength (OBS). Job Corps is a self-paced program: therefore, a student's length of enrollment varies. Students may remain in the program for up to two years, but the average length of enrollment is approximately eight months.

### **III. 3. CONTRACT EFFORT REQUIRED:**

The Contractor Dentist, Dental Hygienist and Dental Assistant shall provide dental care services for all students on Center, in accordance with applicable Federal laws/regulations, OSHA and HIPAA requirements, state and local laws, and guidelines of the American Dental Association. Dental services are required on a weekly basis to assist students in attaining and maintaining optimal oral health. The oral health care services must comply with Job Corps policies, requirements, and guidelines and must also include analysis and use of the most efficient and cost-effective practice of contemporary, evidence-based health care possible given available time, resources, and personnel.

These services will involve coordinating and integrating the Dental Care services program with other health and wellness components/activities at Center and providing oral health care services to enrollees and established students of the Center. Provision of dental services requires, but is not limited to:

- the ability to work both independently and as a member of a healthcare team to provide optimal services to a population of financially disadvantaged youth, ranging from 16 to 24 years in age;
- provision of all procedures authorized by the State Board of Dentistry, with a general emphasis on early detection, diagnosis of oral health problems, basic oral health care, dental hygiene, and prevention/education (e.g. oral hygiene instructions, risk assessments, relationship with employability, oral health and wellness);
- an elective oral examination, including bitewing x-rays, priority classification, and treatment plan, shall be completed and recorded on the Job Corps approved oral examination form, upon student request
- perform dental procedures to treat oral disease and correct oral health conditions that may represent employability barriers, to include: restorations, extraction of pathological teeth, root canal therapy on anterior/other strategic teeth, replacement of missing upper anterior teeth

with a removable prosthesis, and dental hygiene treatment for periodontal disease, upon approval from center personnel;

- comply with Job Corps infection control policies and procedures;
- provide written diagnosis and treatment plan for each student within two weeks after completion of the dental readiness inspection and obtaining agreement for voluntary care before proceeding with such treatment;
- provide student services in such a manner to obtain positive student satisfaction survey results as determined by Job Corps.

Additional services required in support of the Job Corps Center's Health and Wellness Program include:

- ensure patient privacy for all assessments, exams, and procedures; maintain, safeguard, and ensure the confidentiality of all required student health records when they are in the health clinic or in the possession of health and wellness team members, according to the Health Insurance Portability and Accountability Act (HIPAA);
- not to engage in any research projects and/or publications relating to Job Corps health activities without prior written approval from the Job Corps National Office in Golden, CO;
- advise and assist the health education instructor in the development and implementation of the Dental Health Education Program;
- ensure dental equipment is properly cleaned and schedule for maintenance;
- report adverse student behavior incidents to the Health & Wellness Manager (HWM) or Contracting Officer's Representative (COR); and
- understand that dental services shall be subject to monitoring and review by Job Corps assessment teams, and cooperation with such teams is required.

### **III. 4. SCHEDULE AND AVAILABILITY:**

Dental services are required on a weekly basis, during day of the week and hours of the day established in coordination with Center personnel. The day and times of services shall be upon mutual agreement between the Contractor and center personnel and must be considered reasonable. A reasonable schedule would be considered providing services one (1) day a week, M-F, 8am – 5pm.

Center OBS and the PRH may change at any time; consequently, the quantity of required Dental services hours may vary, depending on the needs of the student population. However, any changes to the required hours will be executed via a bilateral modification to the contract

Key Personnel must provide a current contact number to the Center HWM or COR. When Key Personnel are unavailable, the Contractor will provide an acceptable substitute to provide services.

### **III. 5. QUALIFICATIONS OF CONTRACTOR PERSONNEL:**

#### **A. Contractor personnel:**

- must be registered/licensed with the state in which Dental services will be provided; all licensing requirements/certification/accreditation of the contractor's staff must be maintained during the entire performance period with proof being submitted at the request of the Government;
- the dentist must have an active, unrestricted license to practice as an independent practitioner
- shall provide a copy of the Drug Enforcement Administration (DEA) Certification, if applicable.
- are responsible for maintaining their own malpractice/professional liability insurance and general liability insurance;

- may be subject to a criminal background check and drug testing as prerequisites for contract performance. Information obtained through the background check may be used in determining contractor's qualification for this contract. Information regarding a person's race, national origin, color, sex, religion, disability, genetic information (including family medical history), or age will not be evaluated or have any impact on the determination of qualifications for this contract.
- Government will terminate the contract for convenience if the background check is determined to be unacceptable or if any aspect would jeopardize the health and safety of the students.

### **III. 6. MATERIALS, EQUIPMENT, TRAINING, AND UTILITIES:**

- A. The Contractor shall furnish the following:

All labor, services, permits, licenses, office and exam space, and incidentals as needed to fulfill the work requirements herein, for the hours required based on the Center's On Board Strength (OBS). In addition, the Contractor shall insure that all Contractor personnel and their agents are covered by professional liability (malpractice) insurance and general liability insurance during the entire performance period and agrees to indemnify and hold harmless the Job Corps Center from any actions taken by, for, or against the Contractor or their agents that could result in additional expenses, fees, or lawsuits.

- B. The Government will not be providing any space or material for this contract.

### **III. 7. RECORDS, REPORTS, AND REQUIRED SUBMITTALS:**

- A. The following submittals are required during the period of performance of this contract:

- Documentation of all examinations, tests, treatments, medications, referrals, etc. on approved Job Corps Health and Wellness Program forms, supplied by the center, to be maintained in Students' Health Records (SHR);
- Review of and authorization of standing orders for healthcare annually, in accordance with Technical Assistance Guide M: Health Care Guidelines; and
- Reports to the Center Director (CD) and HWM on all health- related matters including student medical separations, justifications for and costs of special services, Health and Non-Health Care Guidelines, equipment repair and replacement needs, depletion of medical supplies and medications, and other areas deemed appropriate.
- The federal Government reserves the right to have the Job Corps Regional Health Coordinator and other authorized/qualified personnel conduct audits of Contractor services and student medical records to verify that quality services are being performed. A copy of any audit report shall be provided to the Contractor and Contracting Officer (CO) within two weeks of the audit. Within two weeks after receipt of the audit report, the Contractor shall submit a performance plan for improving services to the Contracting Officer (CO) for approval. The Contractor shall implement the approved performance plan immediately.

### **III. 8. THE ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT ADMINISTRATION:**

- A. Contracting Officer: The CO has the overall responsibility for the administration of this contract. The CO alone, without delegation is authorized to:
- Amend, modify, or deviate from the contract;
  - Request removal of unsuitable Contractor personnel;
  - Order re-performance of unacceptable work or performance by other means.

- Other responsibilities may be delegated to authorized representatives.
- B. Contracting Officer's Representative: The COR will be designated in writing at the time of award to assist the CO in the day-to-day on-site administrative of the contract requirements. The responsibilities of the COR include, but are not limited to the following:
- Determining the compliance and adequacy of performance by the Contractor;
  - Ensuring adequacy of schedule and Quality Assurance Surveillance Plan (QASP), as well as coordination of changes to the schedule and QAP if necessary.

### **III. 9. GOVERNING REGULATIONS, HANDBOOKS AND REFERENCES:**

- A. The Contractor shall provide Health and Wellness (H&W) services as specified in the following documents:
- Job Corps Federal Regulations (Title 20 Code of Federal Regulations, Part 638.510) Part 684 as amended, Job Corps Program under Title TV-B of the Job Training Partnership Act.
  - Applicable Technical Assistance Guides (TAG s)
  - Job Corps Physician Desk Reference
  - ET Handbook 330
  - Job Corps Health & Wellness information and Department of Labor PRH: <http://www.jobcorps.gov/pdf/prh.pdf>

### **III. 10. INVOICE PROCEDURES:**

- Invoices shall be submitted on a monthly basis, no later than ten days following the period being invoiced;
- Invoices shall include only those services rendered during the billing period;
- Invoices shall be billed at the rates, and in accordance with the Contract Line Item Numbers (CLIN), as listed in the Schedule of Items;
- Invoices shall be submitted through the **INVOICING PROCESSING PLATFORM (IPP)** which can be accessed at: <http://www.ipp.gov/index.htm>
- IPP Customer Support – 1 (866) 973 – 3131

### **III. 11. CONTRACTORS PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)**

In accordance with FAR 42.1502 – Past performance evaluation shall be prepared at least annually and at the time the work under a contract or order is completed for each contract and/or order that exceeds the simplified acquisition threshold (SAT). This includes any contract and/or order that is below the SAT and is modified, which results in the contract exceeding the SAT.

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of Agriculture (USDA) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 60 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

- (1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.
  - (2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
  - (3) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.
- (g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.
- (h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

Contractors must register at the following websites:

CPARS: <http://www.cpars.csd.disa.mil/>

PPIRS: <http://www.ppirs.gov/>

### III. 12. QUALITY ASSURANCE SURVEILLANCE MATRIX:

- A. In accordance with FAR 37.401, the Government will evaluate the quality of professional and administrative services provided, but retains no control over the medical, professional aspects of services rendered (e.g. professional judgments, diagnosis for specific medical treatment, etc.)

The Contractor will receive performance evaluations in accordance with the Quality Assurance Surveillance Plan for this requirement, which shall be provided to the Contractor by the CO or the COR. Performance evaluations will include assessment of the following:

Quality/Performance Standards	Acceptable Quality Level	Means of Measurements
Contractor will, in accordance with Job Corps PRH, Program Instructions and Health and Wellness Program Technical Assistance Guide (TAG), maintain patient privacy as mandated by the HIPPA.	100%	Observation, communications with HWM and COR, and review of documentation
Contractor will provide Dental Services weekly on established days of the week for the number of hours specified in the Schedule of Services	90%	Observation, review of documentation
Contractor will provide the Center HWM a current emergency contact number.	100%	Communications with HWM and COR, and review of documentation
Contractor will contact the COR 24 hours in advanced for cancellation of services. For planned absences, the Contractor will coordinate with Center staff and the CO to provide an approved substitute, as well as a current emergency contact number.	100%	Communications with HWM, CO and COR, and review of documentation
Contractor will provide mandatory dental exams, recorded on the forms required by Job Corps.	100%	Communications with HWM and COR, and review of documentation
Contractor will provide a written diagnosis and treatment plan as part of a Chronic Care Management Plan for students with chronic conditions/ disabilities in an effort to maintain the condition in a status of stable.	100%	Communications with HWM and COR, and review of documentation
Contractor will provide proof of current professional license, professional liability and general liability insurance, and current DEA registration to the CO and HSM upon request.	100%	Review of documentation
Contractor will ensure that space, equipment, and supplies used by Contractor personnel are secured per Center guidelines.	100%	Review by HWM and COR

- B. This requirement is being procured as a Performance-Based Service Acquisition. Accordingly, the Contractor will receive performance evaluations at least annually. Performance evaluations will address, but are not limited to, analysis of the Quality/Performance Standards identified above.

Failure to perform to the standards identified in the Quality Assurance Surveillance Matrix will result in a negative impact to the Contractor's performance evaluations. In addition, the use of the Quality Assurance Surveillance Matrix to evaluate Contractor performance in no way limits the Government's rights and remedies established under contract regarding the Contracting Officer's discretion to pursue termination by convenience or default, to exercise (or not) contract options, to accept or reject services provided, etc.