

PERFORMANCE WORK STATEMENT
For
Portuguese Civilian Employee Insurance Coverage

Lajes Field, Azores, Portugal
30 June 2022

1. Description of Services: The contractor shall provide all personnel, equipment, tools, materials, supervision, transportation, safety equipment and any other items or services necessary to provide insurance coverage required by Portuguese law and as defined in this Performance Work Statement (PWS), including coverage for job related accidents/injuries and accidents/injuries and/or unexpected illnesses when employees are in a Temporary Duty (TDY) status. Total liability for job related accidents/injuries, unexpected illnesses and accidents/injuries while TDY will be transferred from the United States Government to the contractor for all Portuguese civilian employees of the United States, employed by United States Forces Azores (USFORAZORES) at Lajes Field, Terceira, Azores, from both Appropriated Fund (APF) and Non- Appropriated Fund (NAF) activities.

2. Government Responsibilities

2.1 CONTRACT POINT OF CONTACT (POC): The Contracting Officer (CO) will appoint in writing two (2) individuals as contract POC's, upon contract award.

2.1.1 Under the terms and conditions of the contract, the contract POC's are authorized to make inquiries to the contractor relating to an individual employee's claim status.

2.1.2 The contract POC's will provide the contractor, a copy of the monthly wage/pay report, throughout the contract period of performance.

2.2 ACCIDENT/INJURY REPORTING: For all job related accidents/injuries, and for all accidents/injuries and/or unexpected illnesses when employees are in a Temporary Duty (TDY) status, the accident/injury shall be reported through the issuance of an USAFE Base IMT 50 (Appendix A). The USAFE Base IMT 50 will be sent to the contractor via written e-mail notification.

2.2.1 A USFORAZORES employee supervisor will deliver the USAFE Base IMT 50 to the contractor within twenty-four (24) hours of receipt from the injured/ill employee or management official, except when the accident/injury occurs during non-regular work days or when employee is in a TDY status. Non-regular work days include weekends, and legal holidays IAW Agreement on Cooperation and Defense between the United States of America and Portugal.

2.2.2 When accident/injury occurs during a non-regular work day, the contractor will receive the USAFE Base IMT 50 by close of business on the next regular duty day. When accident/injury or unexpected illness occurs during TDY a USFORAZORES employee supervisor will provide the contractor a copy of the USAFE Base IMT 50. The injury report should be provided on the same day management learns of the situation, or within two (2) workdays after the employee returns from TDY, whichever is sooner.

2.2.3 The government POC's will inform the contractor, via written email notification, when USFORAZORES employee depart the island on a TDY status. This notification will have the employee's name, identification number (badge number), work section, TDY location, TDY purpose and TDY dates. A copy of this notification will also be sent to the Contracting Officer.

3. Contractor Responsibilities

3.1 The contractor will provide coverage IAW applicable Portuguese Law. The contractor will be responsible to notify the Contracting Officer of any and all new or updated Portuguese Laws pertaining to on the job accidents/injuries which may apply to this contract. This responsibility includes providing the Contracting Officer with two copies of any updates or changes, one in English and one in Portuguese.

3.2 The contractor is responsible to meet all of the requirements under the terms of this contract to include the contractor's proposal, which is also considered part of this contract upon award.

3.3 The contractor is responsible to immediately correct any discrepancies validated by the Contracting Officer.

3.4 The contractor shall ensure that a written medical certification is provided to the USFORAZORES, when a medical release is issued, enabling the injured employee's return to duty.

3.5 The contractor shall ensure that if the injured employee receives a medical certification to return to work containing physical limitations and/or work restrictions, that a statement is included in the medical certification, clearly stating the extent of the work restrictions to which that employee is subject to.

3.6 The contractor shall provide a clarification, when requested, of the standards used to issue a medical release, enabling the injured employee to return to work.

3.7 The contractor shall ensure that injured employees are reimbursed for all transportation/travel expenses and other expenses associated to the insurance claim.

3.8 The contractor shall ensure all efforts are taken to ensure medical appointments that are available on Terceira island take precedence over other demographic locations, except, when urgent and compelling, when an employee is in TDY, and in cases where a certain medical specialty and/or a specific type of exam is not available on Terceira island.

3.9 The contractor shall ensure all efforts are taken to ensure medical appointments are scheduled within 30 calendar days. If 30 calendar days or more go by without the contractor being able to schedule the medical appointment, the contractor shall inform the contract POC's.

3.10 The contractor shall notify the contract POC's, every time a medical appointment will be scheduled out of Terceira island. This notification shall be done before the employee is notified of this appointment.

4. Insurance Coverage

4.1 The contractor will be responsible for all initial treatment, follow-up treatment, medical exams and any care and/or payment(s) required as the result of any job related accident/injury.

4.2 The contractor will also provide coverage while employee(s) are in a TDY status for official duty, professional training, on-the-job training, conferences, etc. This coverage must include unexpected illnesses as well as accidents/injuries while in a TDY status and required TDY interruptions, (for example overnight delays in a different location due to travel itinerary and/or airport locations.).

4.2.1 TDY insurance coverage must run 24 hours a day, beginning when the employee departs his/her residence and ends when the employee returns to his/her residence.

4.2.2 The contractor will provide coverage for any medical appointments/exams/test necessary at the TDY location, necessary to determine an employee's physical ability to continue as a course attendee, or to travel.

4.3 The contractor will also provide coverage when employees need to be away from their normal duty location, outside of USFORAZORES main installation. This may include work performed on USFORAZORES infrastructures, work outside of USFORAZORES installation, or work on another island which would place the performance of employee's assigned duties in a different duty location.

4.4 The contractor will also provide coverage to employees who are approved to participate in the USFORAZORES physical fitness program and when employees are participating in commander authorized sports, and morale activities/events at an alternate duty location.

4.4.1 The physical fitness program coverage includes accidents/injuries sustained in the performance of on base physical fitness activities at the fitness center/gym, designated sport fields/courts (e.g. basketball, soccer, tennis, etc.), approved walking paths and base track, and in the performance of any activities at an alternate duty location approved IAW paragraph 4.4.2 below.

4.4.2 The alternate duty location coverage shall provide coverage when employees are participating in commander authorized sports, and morale activities/events at an alternate duty location, such as events that are held to enhance unit cohesion and squadron or base functions. The Civilian Personnel Section must be informed of any determination of alternate duty location.

5. General Information

5.1 QUALITY CONTROL: The contractor shall develop and maintain a Quality Control Plan (QCP). The contractor's QCP shall include at least the following:

5.1.1 A written designation of the contractor individual responsible for quality assurance implementation.

5.1.2 A description of the workflow/procedure to ensure a smooth process for employees to receive transportation, emergency services and follow-up care IAW this contract and the Portuguese Law.

5.1.3 A description of the workflow/procedure to ensure a smooth process for employees to receive transportation, emergency services and follow-up care IAW this contract and the Portuguese Law, when they are in a TDY.

5.1.4 A description of the workflow/procedure for the contractor to respond to any inquiries initiated by the injured employees. To include timelines, methods of response, and assigned POC's.

6. Contractor Personnel Requirements

6.1 CONTRACTOR MANAGER: The contractor must appoint a primary and an alternate contract manager who will be responsible for the performance of the work.

6.1.1 This designation must be submitted to the Contracting Officer within five (5) working days prior to the start of this contract.

6.1.2 The contract manager and the alternate will have full authority to act for the contractor on all contract matters relating to the daily operation of this contract.

6.2 INCIDENT POINT OF CONTACT (POC): The contractor will provide the name, position title, and phone number of an incident POC.

6.2.1 The incident POC must be able to answer any questions concerning incidents/claims status covered by this contract. The information will include, but may not be limited to: what care the employee received, the diagnosed injury, follow-up appointments, estimated time away from duty due to the injury, must be able to clarify the amounts to be paid to the injured employee and provide the payment breakdown when requested.

6.3 HOURS OF OPERATION: The contractor must be available Monday through Friday from 0800 to 1700 hours. The contractor must be available to respond within one (1) hour of being called or e-mailed by the Contracting Officer and/or contract POC's. The contractor must also be available to meet in person with these individual's, or other individuals duly designated by the Contracting Officer, within three (3) hours, if required. After normal duty hours, the contractor manager or alternate must be available within three (3) hours of being called by the Contracting Officer and/or contract POC's, at no additional cost to the government.

7. Special Requirements

7.1 The contractor, contract manager and incident POC must be able to read, write, speak, and understand English or have a readily available translator/interpreter at no additional cost to the government.

7.2 The contractor shall ensure that all written correspondence is done in English.

7.3 Any form, other than the USAFE Base IMT 50, required by the contractor, will be the responsibility of the contractor, unless mutually agreed upon in writing. The government POCs are available during normal duty hours (Monday thru Friday, 0800 to 1700) to provide any information required to complete such forms, but are not responsible for completing any contractor forms, unless agreed upon in writing.

7.4 The contractor will provide a monthly report summarizing all incidents that occurred

during the month and all open cases. This report must be submitted to the Contract Specialist no later than the 10th day of each month. The following shall be included in the report: name of employee, employee identification number (badge number), work section, date of mishap, nature of mishap, number of lost duty days and present status of employee.

7.5 The CO shall issue a final determination, in cases of disagreement between contractor and USFORAZORES.

8. Payment of Employees Benefits

8.1 In the case where a USFORAZORES injured employee is entitled to any compensation benefits under the terms of this contract, the contractor is responsible for such payments.

8.2 Salary payments for any period of time the employee is unable to work will be paid monthly, from the date the contractor received proof of employee's inability to work, and in accordance with the monthly wage/pay report provided by the government's POC.

8.3 Reimbursement of any medical/treatment expenses will be paid no later than thirty (30) days from the date the contractor received proof of expenses.

8.4 Definition of regular wage/pay. Regular wage/pay are the result of the monthly gross wage, plus Christmas subsidy, leave subsidy, and other wages earned on a regular basis, to include but not limited to: meal subsidy, shift workers night differential, language bonus, step increases and firefighter premium pay.

9. Contractor Payment: Payments will be made on a monthly basis, IAW DFARS 252.232-7006 Wide Area WorkFlow Payment Instructions.

10. Service Summary: The performance threshold briefly describes the minimally acceptable levels of service required for each requirement. The Services Summary (SS) and the contractor's Quality Control Plan provide information on contract requirements, the expected

level of contractor performance and the expected method of government validation and confirmation of services provided. These thresholds are critical to mission success. Procedures as set forth in the FAR 52.212-4 (a), Contract Terms and Conditions - Commercial Items, Inspection/Acceptance, will be used to remedy all deficiencies.

Performance Objective (PO)	PWS Section	Remedy	Performance Threshold	Method of Surveillance
PO-1 - Contractor Responsibilities	3	Provide written response* to the CO and Contract POC's within 1 duty day.	Excellent: 0 defects	Customer Complaint
			Very Good: 1 defect	
			Satisfactory : 2 defects	
			Marginal: 3 defects	
			Unsatisfactory: More than 3 defects	
PO-2 - Insurance Coverage	4	Provide written response* to the CO and Contract POC's within 1 duty day.	Excellent: 0 defects	Customer Complaint
			Very Good: 1 defect	
			Satisfactory : 2 defects	
			Marginal: 3 defects	
			Unsatisfactory: More than 3 defects	
PO-3 – Contractor Personnel Requirements	6	Provide written response* to the CO and Contract POC's within 1 duty day.	Excellent: 0 defects	Customer Complaint
			Very Good: 1 defect	
			Satisfactory : 2 defects	
			Marginal: 3 defects	
			Unsatisfactory: More than 3 defects	
PO-4 - Special Requirements	7	Provide written response* to the CO and Contract POC's within 1 duty day.	Excellent: 0 defects	Customer Complaint
			Very Good: 1 defect	
			Satisfactory : 2 defects	
			Marginal: 3 defects	
			Unsatisfactory: More than 3 defects	
PO-5 - Payment of Employees Benefits	8	Provide written response* to the CO and Contract POC's within 1 duty day.	Excellent: 0 defects	Customer Complaint
			Very Good: 1 defect	
			Satisfactory : 2 defects	
			Marginal: 3 defects	
			Unsatisfactory: More than 3 defects	

*The written response shall address how the deficiency will be remedied/corrected and which procedures will be implemented to ensure non-performance and continual repeat of defective service does not occur.

Appendix A: USAFE BASE IMT 50