



**Department of Health and Human Services
Indian Health Service**



**Statement of Work (SOW)
Pediatric Psychiatry Services**

1. PURPOSE OF THE PROJECT

The Lawton Indian Hospital (LIH), Indian Health Services (IHS) has a requirement for contractor support to assist the facility in the placement of Child Psychiatric physician services into temporary duty assignments in LIH. The care provided by the physicians shall be as comprehensive as the Indian Health Service supplied facilities, equipment, and support services permit. The contractor shall provide qualified physicians to provide medical services for patients as required by this statement of work (SOW) and in accordance with the terms and conditions of this contract. Contractor physicians shall provide services to eligible beneficiaries of the Indian Health Service who present themselves for treatment. Contracted services encompass the provision of medical services that are emergent and non-emergent.

The Indian Health Service, an agency within the Department of Health and Human Services (HHS), is responsible for providing federal health services to American Indians and Alaska Natives. The mission of IHS is to raise the physical, mental, social, and spiritual health of American Indians and Alaska Natives to the highest level and assure that comprehensive, culturally acceptable personal and public health services are available and accessible to members of the 566 federally recognized Tribes across the United States.

The contract resulting from this solicitation shall:

1. Be a non-personnel health care services contract under which the Contract Psychiatrist is an independent contractor;
2. Allow the Government to evaluate the quality of professional and administrative services provided. Contract Psychiatrist will retain control over the medical, professional aspects of the services rendered, (e.g., professional judgments, diagnosis for specific medical treatment);
3. Require the Contract Psychiatrist to indemnify the Government for any liability-producing act or omission by the Contractor, its employees and agents occurring during contract performance;
4. Require the Contract Psychiatrist to maintain medical liability insurance, in the coverage amount acceptable to the Contracting Officer, which is not less than the amount normally prevailing within the local necessity for the medical specialty concerned; and
5. Require the Contract Psychiatrist to ensure its sub-contracts for provisions of health care services, contain the requirements of the clause at FAR 52.237-7, including the maintenance of medical liability insurance

2. DETAILED DESCRIPTION OF THE TECHNICAL REQUIREMENTS



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- 2.1 The contractor shall provide child psychiatry consultation/in-service training to Behavioral Health and other appropriate health providers concerning screening, evaluation, treatment planning, treatment, treatment evaluation of children and families, and Performance Improvement activities.
- 2.2 Provide patient schedule to accommodate a minimum of **eight (8)** patient encounters per clinic. Additional provider encounters shall be allowed and will be coordinated by manager. Patients who no show or cancel their appointment with no time to schedule another appointment may impact overall patient encounters and will be assessed in contract evaluation.
- 2.3 Consultation to Behavioral Health and appropriate community agency staff concerning developmental/mental health screening, enrichment, and prevention services in community Head Start and other community child serving agencies.
- 2.4 Provide Child mental Health therapy on an appointment basis, providing treatment for the child and family members as needed.
- 2.5 The Contract Psychiatrist shall evaluate, diagnose and treat patients with a variety of mental health symptoms and diagnosis. They will be able to diagnosis applicable conditions as presented in the DSM-V for patients in our Lawton Service Unit. After diagnosis, they must be able to offer appropriate psychiatric interventions consisting of psychopharmacology, therapy services, or both. The Contract Psychiatrist will be primarily performing these duties in the outpatient Behavioral Health Clinic. Occasionally, they may be required to participate in consultation services for our inpatient medical unit.
- 2.6 Psychiatry services shall be provided during a regular clinic day. A clinic day is defined as 8am to 5pm, Monday through Friday. Contract performance will not be scheduled during Federal holidays.
- 2.7 Consultations completed for other LSU clinicians will be forwarded to them via Electronic Health Record system. The Contract Psychiatrist should help coordinate care and be available to assist clinicians in our Primary Care clinics. Patients will benefit from better coordination among physicians and other clinical staff.
- 2.8 Delivery of clinical care to pediatric patients requiring Psychiatric services and assisting with the delivery of clinical care to patients requiring general medical services to include the following:
 - 2.8.1.1 Maintains a high standard of professional care in accordance with statutory and regulatory requirements and agency policies.
 - 2.8.1.2 Assumes clinical responsibility for established patients with psychiatric conditions.
 - 2.8.1.3 Consults with patients on conditions including mood disorders, anxiety disorders, primary psychotic disorders and other applicable diagnoses as directed by the DSM V.
 - 2.8.1.4 Conducts outpatient clinics, consultations, and other duties using the clinic day schedule efficiently and effectively.
 - 2.8.1.5 Help coordinate care within the Behavioral Health clinic in regards to patients also receiving therapy and social work services.
 - 2.8.1.6 Promptly assesses and advises on patients referred for a Psychiatric opinion; provides and/or supervises clinical care including the assessment, investigation, treatment, and appropriate referral of patients who present to the service unit.



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- 2.9 The Contract Psychiatrist shall provide patients with a full explanation of all procedures and treatments.
- 2.10 The Contract Psychiatrist shall be involved in health promotion and disease prevention activities and in advising patients with mental health conditions, physicians, nurses, other providers, and community members about the advantages of healthy lifestyles and specific measures that may prevent recurrences of ill health.
- 2.11 The Contract Psychiatrist shall treat patients with respect and show consideration for their personal privacy, maintenance of dignity and independence, social and cultural needs, and religious values and beliefs. The Contract Psychiatrist shall maintain a partnership with patients and practice in the context of family and community.
- 2.12 Document all patient encounters in the patient's electronic health record.
- 2.13 The Lawton Indian Health Center shall have the right to provide continual review of all patient encounters and ensure all required documentation is provided.
- 2.14 Failure on the part of the Contractor, to provide care as identified may result in the suspension of contract for services.
- 2.15 Work is to be performed at the Lawton Indian Health Center. No payment will be rendered for services outside of the facility.
- 2.16 The Lawton Indian Health Center shall retain the right to implement additional contractor responsibilities if, during the course of the contract, additional responsibilities become necessary to maintain continuity of care and quality of performance, however, these additional responsibilities, if implemented do not alter or effect negotiated and contracted rate fees.

3. PERIOD OF PERFORMANCE

The base year Period of Performance will be 12 months from date of award. The facility will consider a shorter period of performance and a potential to extend beyond the 12 months.

4. LEVEL OF EFFORT

- 4.1. The contractor shall ensure all providers furnished by the contractor complete orientation sessions conducted by the on-site Health Records Department and the Human Resource Department.
- 4.2. The contractor's professional services shall be subject to evaluation on quality by the Government via peer review of clinical charts on a quarterly basis or more often as appropriate, however, the government retains no control over the medical professional aspects of services rendered (e.g. professional judgements, diagnosis for specific medical treatment).



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4.3. The contractor shall be required to develop familiarity and abide by current policies, procedures, laws and regulations of the on-site clinical and medical staff.

4.4. The contractor shall perform services in compliance with applicable standards of The Joint Commission (TJC), which is available to the general public and the Professional Services Policies of the IHS Manual, which is available from the IHS.

5. SPECIAL REQUIREMENTS

5.1. The US PHS Lawton Indian Hospital is a tobacco/smoke free environment (buildings and grounds). No tobacco/smoking use will be tolerated during service.

5.2. Security Requirements: All contractors shall undergo a fingerprint check and shall be cleared prior to hire. Contractor's continued employment is contingent upon the outcome of a complete and favorable background investigation as determined by the sensitivity level of the position. If contractors are found not suitable, they will be removed.

5.2.1. This is a designated position covered by Public Law 101-647, 101-630, Crime Control Act of 1990, and the Indian Child Protection and Family Violence Prevention Act, requiring contact or control over Indian children. Contractors shall be required to complete, sign, and submit the Addendum to OF-306, Child Care & Indian Child Care Worker Position form. Due to this requirement, the agency shall ensure that persons hired for these positions have not been found guilty of or pleaded nolo contendere or guilty to certain crimes. Failure to comply with these statutes shall result in immediate removal.

5.2.2. In accordance with Public Law 101-647 and 101-630, all contractor staff assigned to this contract shall take the training that is available via IHS website, <https://www.ihs.gov/sexualabuseprevention/training/>, on protecting children from sexual abuse by health care providers, within 30 days from the contract award date, and yearly thereafter and regardless of the length of their assignment. Furthermore, all the new hires shall complete the training no later than 30 days after the assignment to the contract, throughout the contract period. This annual training covers the IHS Indian Health Manual Part 3 Chapter 20 policy that provides professional standards and guidance to protect against sexual abuse or exploitation of children by health care providers. The training covers what all IHS federal and contractor staff need to know about their critical role in preventing sexual abuse of children.

5.2.3. Anyone with knowledge or suspicion of child abuse has a responsibility to report the information to the contract contracting officer, local law enforcement; the IHS Headquarters Division of Personnel Security and Ethics; or the HHS Office of the Inspector General. IHS health care practitioners, administrators and other personnel including the contractor staff have a legal duty to report known or suspected abuse. When reporting suspected child abuse case, the informer can be confident that The IHS Leadership will take the allegations seriously and without reprisal.

5.2.4. No later than 30 days after the award date, the contract company shall respond to the Contracting Officer via email with a completion status on behalf of all contractor staff assigned under the contract. This completion status shall be submitted to the Contracting Officer within 30 days of the start date for all nurses under this blanket purchase agreement.

5.3. The contractor shall not disclose or cause to disseminate any information concerning operations of Lawton Indian Hospital. Such action(s) could result in violation of the contract and possible legal actions.



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5.3.1. All inquiries, comments, or complaints arising from any matter observed, experienced or learned of as a result of or in connection with the performance of the contract, the resolution of which may require the dissemination of official information, shall be directed to the government's designated representative.

5.4. The contractor shall provide during the term of the contract documentation of provider's immunization record to reflect CDC's Recommended Vaccines for Healthcare Workers (specifically MMR, Tdap, varicella, Hep B immunity, current (within the past year) influenza vaccination) and current annual tuberculosis screening. Documentation shall be provided with the completed Application for Appointment to Medical Staff and continual updates to the immunization record supplied to the Employee Health Nurse.

6. DELIVERABLES AND REPORTING REQUIREMENTS

6.1. The contractor shall perform quality assurance activities that are acceptable for The Joint Commission (TJC) certification regarding the monitoring of emergency/urgent care services and shall provide a quarterly quality assurance letter to the Emergency Department Director. This letter shall identify the kind of studies performed, results, and recommendations.

6.2. Contractor Point of Contact: The contractor shall furnish one designated point of contact (POC) to the government's designated representative for coordination of supplies, delivery, and/or maintenance. The POC will be empowered to make daily decisions to ensure that the contract implementation and day-to-day maintenance meets the terms and conditions of this contract.

6.3. Contractor's Phone Numbers: The contractor shall provide a toll-free telephone number for service calls, which must be answered during at least eight working hours, between 8:00 am and 5:00 pm, Monday through Friday.

6.4. Work Schedule: The contract psychiatrist will work an eight (8) hour work day, 8 AM to 5 PM Monday through Friday, excluding Federal holidays. One-hour lunch period from 12 PM to 1 PM will be included in typical clinic workday schedule. Over time will be at the expense of the contractor. If the contractor must change the schedule (except in emergency) 30-day notice shall be provided. LSU will consider employment contracts for part-time work schedule, if no availability for contractors to work full-time schedule.

6.5. Personnel Qualifications: Psychiatric department physicians shall have a permanent, current, full and unrestricted license to practice emergency medicine in a state, District of Columbia, the Commonwealth of Puerto Rico, or a territory of the United States. Physicians shall comply with the policies, procedures and by-laws of the hospital/clinic. The physician shall also be required to perform this service in compliance with applicable standards of The Joint Commission and Quality Improvement.

6.5.1. Physicians shall meet the following minimum qualifications and requirements:

6.5.1.1. Permanent, current, full and unrestricted license to practice medicine in the United States, District of Columbia, the Commonwealth of Puerto Rico, or a territory of the United States.



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- 6.5.1.2. The Contract Psychiatrist shall be board certified or board eligible for certification by the American Board of Psychiatry and Neurology. The Contract Psychiatrist must have completed four years of training in a recognized Psychiatric Residency program and must have graduated in good standing. The Contract Psychiatrist must have special training and skill in diagnosis and treatment for patients with mental health conditions as regarded in the DSM V.
 - 6.5.1.3. The Contract Psychiatrist shall have a minimum of four years of meaningful patient contact and responsibility (can include residency program).
 - 6.5.1.4. Physicians shall be Board Certified in or Board Eligible in Psychiatric medicine.
 - 6.5.1.5. Physicians shall apply and be accepted as clinic/hospital associate member.
 - 6.5.1.6. Shall speak, understand, read and write English fluently and communicate with sufficient clarity to be understood by IHS personnel and patients.
 - 6.5.1.7. Shall be a United States Citizen.
 - 6.5.1.8. Shall possess sufficient initiative, interpersonal relationship skills and social sensitivity such that he/she can relate constructively to patients of the Native American/Alaska Native communities.
 - 6.5.1.9. Shall maintain standards of personal hygiene and grooming such that his/her image as a physician is compatible with the expectations of the on-site Clinical Director.
 - 6.5.1.10. Shall have a current DEA license.
 - 6.5.1.11. Shall provide a complete IHS Medical Staff Application to include documentation of work history since graduation from professional school to present day in chronological order. Any time period of gaps greater than 30 days since graduation from professional school, shall be explained in writing along with contact information of an individual who can verify the gaps.
 - 6.5.1.12. Shall provide a copy of documentation of current and past insurance carriers and contact information during the past 10 years.
 - 6.5.1.13. Shall provide documentation of and maintain current professional liability insurance coverage in the amount of \$1 million per occurrence and \$3 million aggregate per provider and tail coverage.
 - 6.5.1.14. Physicians who spend 50 percent or more of their clinical time under contract with the Federal Government, and prescribe controlled substances shall obtain IHS Opioid Prescriber Training and provide Certification within six months of appointment and every 3 years after.
- 6.5.2. Credentials:



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6.5.2.1. Physicians shall be credentialed and have privileges as active members of the medical staff. The physician shall be required to provide completed applications for Medical Staff appointments and privileges, as specified in the By-laws, for all providers to the Clinical Director and at least 30 (thirty) days prior to assignment for periods of coverage.

6.5.2.2. Credentialing activities shall require a minimum of thirty (30) calendar days to insure (1) that written or printed information is received at the on-site Hospital Quality Assurance Department from the National Physicians Data Bank, (2) that three letters of reference for each sub-contractor are received in the Credentials Office and are recent within the last year, and (3) the credentialing package (application for appointment and request for privileges) is completed and received by the Medical Executive Committee and OCA IHS Governing Board.

6.5.3. Verification of Credentials

To ensure that physicians providing services under this contract are properly licensed, and that the IHS is made aware of all disciplinary actions taken against each physician, the Contractor shall:

6.5.4. Verify in writing to the IHS through the Federation of State Medical Boards database, all active, inactive, and lapsed licenses that are held or have been held by physicians who provide services in IHS hospitals and clinics under this blanket purchase agreement.

6.5.5. Inform the IHS of the status of all licenses for each physician including all reasons for each inactive or lapsed license.

6.5.6. Obtain at least three (3) letters of reference from health care providers whom have knowledge of the applicant's clinical practice skills. One letter shall be from the Chief of Staff, or Service at the hospital where the physician holds or last held staff privileges. If the physician has just completed a residency, one letter shall be from the residency program director or serve chief.

6.5.7. Provide all information regarding performance and disciplinary actions that are collected on physicians who would be placed under this contract to the receiving IHS facility Clinical Director. This includes all information that is collected and compiled on such physicians at the time of initial hire by the Contractor, and/or information that is reported during periods that the Contractor is an agent of such physicians for a placement under this contract.

6.6. Certify that all information obtained on physicians whom they would assign to IHS hospital and clinics have been reviewed, verified and recommended by the Contractor. The Certification shall include a statement that the physician is competently and adequately trained and experienced to provide the Services contemplated pursuant to the assignment in accordance with all applicable federal, state, and local laws, rules and regulations, all applicable standards of the Joint Commission and any other relevant accrediting organizations; and the Contractor has found no reason to reject the physician's application. The names of the contacts, their titles, telephone numbers, date of contacts and the name(s) of the Contractor's representative(s) collecting and reviewing such information shall be recorded in writing and made available to the IHS by the contractor.

7. GOVERNMENT FURNISHED PROPERTY, FACILITIES AND SERVICES



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7.1. The Government will provide the facilities, supplies and the equipment of the Behavioral Health Department and all hospital specialty/support staff. The on-call specialty staff consists of staff in obstetrics/gynecology, pediatrics, internal medicine, family practice and general surgery as well as a person to provide orientation to contract physicians. Use of government furnished facility space, equipment, supplies, and personnel are for the provision of care and services set forth in this contract only.

7.2. A written Orientation Manual of Policies and Procedures for the Behavioral Health Department, and on-call room, and application forms for appointment and privileging as associate staff members and will also be provided by the Government.

8. CONTRACTOR FURNISHED PROPERTY, FACILITIES AND SERVICES

8.1. The Indian Health Service does not anticipate a need for contractor furnished equipment.

9. CHANGES TO THE STATEMENT OF WORK (SOW)

Any changes to this SOW shall be authorized and approved only through written correspondence from the Contracting Officer. Costs incurred by the contractor through the actions of parties other than the Contracting Officer shall be borne by the contractor.

10. DELIVERABLES/PERFORMANCE MATRIX

A narrative of deliverables to satisfy your request should be provided in section 10. In addition, a checklist with these measurables should accompany your SOW as an attachment. You will utilize this spreadsheet at the conclusion of each service to document the vendors performance. A copy of this spreadsheet should be saved within your COR folder and submitted w/ the PODCR for receiving as verification that the service was completed in accordance with the contract. A sample spreadsheet is provided below.

10.1. Provided physicians:	Yes	No
10.2. Physicians were credentialed:	Yes	No
10.3. Physicians met profession qualifications:	Yes	No
10.4. Met the terms of the SOW:	Yes	No
10.5. Physicians were on time and in proper attire:	Yes	No
10.6. Any issues were addressed in a timely manner:	Yes	No

Department Supervisor Signature: _____

Administrative Officer Signature: _____