U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
INDIAN HEALTH SERVICE

ORDER FOR HEALTH SERVICES

Instructions to complete the order and claim submission on reverse side of Original form.

Order Provisions and Clauses on Copy 3 - Provider

1. ORDER NO.

2. PATIENT IDENTIFICATION

3. HEALTH INSURANCE COVERAGE
a. Name of Policy Holder:
b. Plan Name:
c. Address:
d. Policy No.:
e. Coverage Type: ☐ Current ☐ Previous
f. Effective Date:
g. Termination Date
h. Other Health Insurance Coverage:

4. IHS ORDERING FACILITY

5. HOSPITAL INPATIENT ☐ 6. DENTAL ☐ 7. OTHER THAN HOSPITAL INPATIENT OR DENTAL ☐

8. ESTIMATED CHARGES $

9. FISCAL YEAR CAN

10. OBJECT CLASS CODE

REFERRAL AND AUTHORIZING INFORMATION

11. AUTHORIZATION VALID (From)
(To)

12. SERVICES ORDERED

13. REASON FOR REFERRAL

14. REFERRING IHS PHYSICIAN

15. REFERRING INS DENTIST

16. MEDICAL / DENTAL PRIORITY

PRICING INFORMATION

17. IHS NO. OF a. ☐ Contract, b. ☐ Agreement, or c. ☐ Rate Quotation:

18. DATE OF RATE QUOTATION *(if applicable):*

19. RATE FOR AUTHORIZED SERVICES: a. ☐ Medicare Rate, or b. ☐ Other Rate *(Specify)*:

20. TITLE

21. SIGNATURE *(IHS ordering official)*

22. DATE SIGNED

23. PAYMENT IS HEREBY AUTHORIZED BY *(IHS authorizing official)*

24. DATE SIGNED

25. AMOUNT APPROVED $

PROVIDER INSTRUCTIONS, IDENTIFICATION, AND CERTIFICATION

26. PROVIDER
a. Name
b. Address
c. Telephone Number ( )
d. EIN No.
e. DUNS No.

27. PROVIDER CLASSIFICATION *(Check appropriate boxes)*
a. ☐ Small Business b. ☐ Small Disadvantaged Business c. ☐ Woman-Owned Small d. ☐ HUBZone Small Business e. ☐ Other

28. INSTRUCTIONS

If IHS has not completed Item 19 above, the provider should indicate its rate for the authorized services in that block. It is IHS policy to pay Medicare rates or equivalent or lower rates for health care services

IHS has approved payment to you for services necessary to treat the patient's immediate condition. Any additional services must be approved by the IHS authorizing official and may require an additional order for health services form.

The provider shall submit CMS 1450-1500 or ADA Dental Form for payment to: _____

_____. Additional instructions for submitting claims are included on page 2 of this form, and the conditions and clauses pertaining to the order are included on the reverse side of Copy #3 of the order for health services.

29. SIGNATURE OF PROVIDER DATE
I certify that I have provided the authorized services:

ORDER PROVISIONS AND CLAUSES

The following provisions and clauses apply when Item 17 on the front of this form indicates that the order is being issued against a rate quotation. They also apply when Item 17 indicates that the order is being issued without benefit of an applicable contract, agreement, or rate quotation (i.e., when Item 17 is blank). When Item 17 indicates that the order is being issued under a contract or agreement, the provisions and clauses contained in the contract or agreement apply rather than those included below.

I. RECORDS AND QUALITY OF CARE

The Provider shall furnish IHS patients proper, adequate and cost effective services which are the same or equal to those provided to non-IHS patients, without discrimination based on race, color, creed, or national origin. Each patient shall receive treatment with sensitivity to his/her cultural and religious needs.

The Provider shall comply with applicable standards of the Joint Commission on Accreditation of Healthcare Organizations, include hospitalized IHS patients in its facilities utilization review program, perform discharge planning responsibilities for these patients, and provide physician and ancillary services within acceptable professional standards.

The designated IHS official or his/her representative is authorized to examine IHS patients and appraise their general status. An IHS official or authorized representative is also entitled to review the quality of care rendered under the order for health services by on-site survey, record review, or other reasonable methods. The Provider shall maintain clinical, business, and supply records and quality assurance committee reports which are adequate to assess both the quality of care rendered and the accuracy of the claim submitted. Payment will not be made if the IHS, PSRO, or other review organization designated by IHS determines that the care or a portion thereof was not medically necessary, not within current IHS medical priorities, or did not receive required prior authorization by IHS.

When the IHS is carrying out its duties with respect to the conservation of the health of Indians, the relationship of the IHS to the Indian shall be regarded as that of physician to patient; i.e., the restrictions generally applicable to the release of clinical information by the Provider will not be applicable to the release of such information to IHS.

II. DISCHARGE SUMMARY AND REPORTING REQUIREMENTS

The Provider must furnish IHS with a narrative of the care furnished at the time that an inpatient is transferred to an IHS facility, and within 30 days of discharge or prior to subsequent care by IHS for other inpatients. The Provider shall also be responsible for advising the IHS ordering official of any of the following by telephone, within 24 hours of their occurrence: (1) a communicable or infectious disease which requires public health intervention, (2) the discharge of a newborn and/or mother within 24 hours of admission, or (3) the death of an IHS patient. Reporting on the latter shall include the patient's name, parentage for infants and children, cause/date/time of death, and name of attending physician.

III. PAYOR OF LAST RESORT

In accordance 25 U.S.C. § 1623(b) IHS is the payor of last resort for individuals eligible for its contract health services. As a result, the Provider is not authorized to receive payment under this order to the extent that the Indian patient is (1) eligible for an alternate resource (e.g., Medicare, Medicaid, or private health insurance), (2) would be eligible for an alternate resource if he/she applied for it, or (3) would be eligible for an alternate resource under State or local law or regulation if he/she were not an IHS beneficiary.

When the patient is potentially eligible for an alternate resource, the **Provider** is responsible for assisting him/her in completing application forms necessary to receive the benefit.

IV. RESTRICTION ON BILLING IHS PATIENT

In accordance with 25 U.S.C. § 1621u, a patient who receives contract health care services that are authorized by the Service shall not be liable for the payment of any charges or costs associated with the provision of such services. The Provider shall accept the amount allowed under the order as payment in full for the authorized services (i.e., shall not bill the patient for any additional amount) unless IHS determines that the patient is ineligible for IHS contract health care benefits or has failed to apply for or utilize an alternate resource (see above). In the latter situations, the patient is responsible for paying for the services.

V. MEDICAL MALPRACTICE

This is a nonpersonal services contract, as defined in Federal Acquisition Regulation Subpart 37.101, involving the provision of professional services by an independent contractor.

The Provider shall maintain medical malpractice insurance in the form and minimum amount required by the State in which the services are performed, and shall promptly notify IHS in the event of a malpractice suit or action involving an IHS patient. The Provider shall authorize IHS representatives to collaborate with counsel for the insurance carrier in settling or defending such claims when the amount of the liability claimed exceeds the amount of the coverage.

VI. STERILIZATION, THERAPEUTIC ABORTIONS, AND IRREVERSIBLE PROCEDURES

The Provider must comply with extensive Federal regulations in performing sterilizations, therapeutic abortions, and irreversible procedures. Information on these regulations is available from IHS.

VII. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

FAR 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 address: http://www.arnet.gov/far/index.html.

Clause No.	Title and Date
52.213-4	Terms and Conditions-Simplified Acquisitions (Other Than Commercial Items) (December 2009)
52.204-7	Central Contractor Registration (April 2008)

VIII. HEALTH AND HUMAN SERVICES ACQUISITION REGULATION REQUIREMENTS (HHSAR)

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 address: http://www.hhs.gov/oamp/dap/hhsar.html.

Clause No.	Title and Date
352.224-70	Confidentiality of Information (January 2006)
352.270-2	Indian Preference (April 1984)
352.201-70	Paperwork Reduction Act (January 2006)