Bureau of Indian Education, San Felipe Pueblo Elementary School
School Educational Diagnostician
STATEMENT OF WORK (SOW)

1.0 BACKGROUND/PURPOSE

The Bureau of Indian Education (BIE) is seeking a School Educational Diagnostician to support the San Felipe Pueblo Elementary School (SFPES) in San Felipe Pueblo, New Mexico, primarily in completing psycho-educational evaluations and assessments. The San Felipe Pueblo Elementary School is responsible for providing high-quality general education and special education programming for its K-8. SFPES has a student population of 191 students and 39 current Special Education Individual Education Plans (IEPs) in the SY25-26, which is approximately 20% of the student population. Gifted and Talented (GATE) had 11 students.

The School Educational Diagnostician will assist with completion of psycho-educational evaluations, prepare individual written evaluation reports to assist with the student's Individualized Education Programs (IEPs), annual triennial requirements to maintain student's Individualized Education Programs (IEPs) and Gifted and Talented (GATE).

1.1 PURPOSE OF THE CONTRACT

The purpose of this contract is for a Educational Diagnostician at the SFPES to meet the requirements Individuals with Disabilities Education Act (IDEA). San Felipe Pueblo Elementary School-Special Education Department is searching for a contractor to fulfill the responsibilities of the School Educational Diagnostician and in the Gifted and Talented (GATE). In addition to holding a State of New Mexico certification it is imperative that the School Educational Diagnostician is well versed in State of New Mexico and Federal Special Education laws, rules, regulation and eligibility requirements for IDEA and GATE.

2.0 SCOPE OF WORK

The contractor shall provide services under an all-inclusive rate and shall furnish all personnel, travel costs, materials, equipment and services necessary to fulfill the requirements of this contract at the San Felipe Pueblo Elementary School located in San Felipe Pueblo, New Mexico. The contractor's primary responsibility will be to provide student Psycho-Educational Assessment Services as required by the Individuals with Disabilities Education Improvement Act (IDEA) of 2004. All evaluations will be completed within established State and Federal timelines for the San Felipe Pueblo Elementary School to fulfill all legal requirements and remain in compliance. Students receiving this service are those requiring triennial (3 years re-evaluations) or newly referred students who may qualify for services under the Individuals with Disabilities Education Act. This position will be performing psycho-educational assessments and preparing the written individualized psycho-educational reports for each assigned case, including a summary report in the Native American Student Information System (NASIS) used by the BIE and will participate in the eligibility determination meetings when results indicate eligibility. This position will be responsible for building positive working relationships and interfacing directly with the SFPES students, SFPES staff and families/guardians. In the 25-26 School Calendar Year, SFPES Special Education student caseload was approximately 39 students. For the GATE student caseload was approximately 11 students. Provide students with GATE assessment services as required by law a screener Cognitive Abilities Test (CogAT) assessment to identify students for the gifted and talented. Diagnostician will recommend the most appropriate assessment battery based on the current assessment by law and conduct tasks and responsibilities that are relevant to GATE.

2.1 TASKS AND RESPONSIBILITIES

The contractor will be responsible for the following tasks:

A. School educational diagnostician as a related service provider of psycho educational assessments in a school-setting.
B. Provide on-site services a minimum of 1-2 consecutive days per month at SFPES.

C. Available for phone consultation, and video conferencing while offsite.
D. Availability to be on site within 8-10 hours in emergency situations.
E. Meet weekly with the school-level team to discuss student caseload, and upcoming scheduled evaluations.
    1. A project schedule will be developed and reviewed monthly to drive work activities for the quarter – two-four months out. This will include a list of upcoming triennial evaluations and initial evaluations and proposed travel dates; and all required documentation needed to proceed, including the school's assessment plan and consent to evaluate from the parent/guardian. An action plan will be developed between the School Educational Diagnostician and School team discussions to drive next steps and follow-up action items needed to proceed with the evaluation.
F. Perform student Psycho-Educational Assessment Services within 45 days of the signed assessment plan and consent by parent/ guardian(s). The 45-day timeframe will help ensure the school special education team has the evaluation and reports to meet the IDEA 60-day timeline and has the psychoeducational evaluation report and NASIS Summary Reports for eligibility determination for referred children.
G. Psycho-educational assessment services will include the following:
    1. Scheduling and confirming the date of the on-site psycho-educational assessments and testing within 5-business day of receiving the referral from SFPES.
    2. Assessing students who require triennial evaluation or an initial evaluation for newly referred students who may qualify for services under the Individuals with Disabilities Education Act.
    3. Conducting the individual psycho-educational assessment service using the administration of a battery of tests chosen in collaboration with the special education department after parental consent and notification by school staff. The psycho-educational assessment may include but is not limited to: Assessment of cognitive functioning, assessment of processing, adaptive behavior assessments, assessment of academic functioning, and assessment of social/emotional functioning.
        a. Assessments and tools, including reporting software and protocols will be provided by the contractor.
    4. Provide the written psychoeducation evaluation report. In, addition complete the NASIS Summary Report that is parent friendly and includes.
        a. Summary of tests administered.
        b. The scoring of all tests administered.
        c. The interpretation of the test results.
        d. An Evaluation Summary Report, in parent friendly terms (formatted to fit NASIS)
        e. Psychoeducational report to be part of the student's hard-copy special education file.

    5. Documentation that parents and principal receive a copy of the psycho educational individualized report.
    6. Availability of the psychologist to participate in MDET/MDT/IEP meetings, virtually, if necessary, where the results of the testing are interpreted to parents/guardians within 60 days of the consent of the evaluation. Attend IEP meetings if needed.
    7. Follow the New Mexico state evaluation format.
H. Prepare the individualized written psycho-educational report to include:
    1. Basic student data as furnished by the referral packet at the school
    2. Reason for referral; and background information and developmental history.
    3. Background information: educational status and history, health assessment and prior evaluation history, collaborating with school staff and guardians to gather background

information (This must be included in the referral packet, so it is available for the evaluator prior to deciding on the assessment tools)

4. Assessments as requested on assessment plan and consent to evaluate with may include:
5. Intelligence (Assessment of Cognitive Ability), Academic achievement (Assessment of academic functioning), social behavior (Social/emotional functioning), Perceptual abilities (Assessment of processing), Social Emotional/behavior, and Assessment of adaptive functional behavior.
    a. Other assessments relevant to the performance of the individual child
6. Behavioral observations.
7. Diagnostic statement categories listed in 34 CFR (Recommendation on Eligibility for Special Education; or for a triennial evaluation make a recommendation if the student continues to qualify for special education).
8. Summary Report
9. Recommendations for placement, instruction, social, medical, etc. (Recommendations on appropriate goals, services, supports, accommodations, and modifications).

I. Collaborate with educational staff to create coordinated plans for impacted categories.
J. Set learning goals based on each student's emotional, cognitive, and social strengths.
K. Work collaboratively and professionally with the Individual Education Plan team for each case, ensuring all data is collected to inform results, this includes working with students at SFPES, including their families and guardians, and SFPES staff. Key activities will include:
    1. Attending eligibility determination IEP meeting, where indicated in assessment results
    2. Answering questions and concerns of parents/guardians, families regarding assessment and evaluation report.
    3. Meeting in-person or virtually with families/guardians and IEP team to talk through the results of the assessment and next recommended steps.
    4. Schedule and maintain appointments with assigned caseload.
L. Travel on a regular basis to San Felipe Pueblo, New Mexico. This will require the contractor to arrange all travel in performance of this SOW.
M. Provide on-site training to school staff and/or parents on topics related to school educational diagnostician area of expertise upon request from Special Education Coordinator/School Supervisor. Willing to attend and participate in trainings and workshops requested by Special Education Coordinator/School Supervisor, pending schedule and availability.

2.2 QUALIFICATIONS, EDUCATION AND SKILLS

Required Skills and Qualifications:

A. Bachelor's degree in related field from an accredited program
B. An active license by the State of New Mexico as a level three Pre K-8 Educational Diagnostician Licensure.
C. 5+ years of experience in a school setting with school age children, staff, and parents/guardians.
D. Experience working in a school that serves Native American students.
E. Experience developing and implementing individualized education plans (IEPs)
F. Experience working within Tribal communities and schools
G. Meet the qualifications for Indian Preference
H. Excellent organizational and time-management skills.
I. Demonstrated proficiency in writing, recordkeeping, and communication skills.
J. Good interpersonal skills.
K. Able to work consistently and independently.
L. Able to relate to others in a non-judgmental and supportive fashion.
M. Able to act calmly and swiftly in a crisis situation.

2.3 CONDITIONS OF EMPLOYMENT

A. Appointment may be subject to a suitability or fitness determination, as determined by a completed background investigation.
B. Must be able to obtain and maintain a background clearance.
C. Must obtain and maintain valid state driver's license.
D. Indian Preference preferred, although not required

3.0 GENERAL REQUIREMENTS

3.1 PLACE OF EMPLOYMENT

The School Educational Diagnostician services will take place on the San Felipe Pueblo Elementary School's campus in San Felipe Pueblo, New Mexico, or other location as determined. The San Felipe Pueblo Elementary School will provide a clean and comfortable workspace for the provider while on-site for services, evaluations, office work, meetings, and consultations. The contractor is to include paper, printing of resources, purchase of books, all psychological testing materials. Scoring software, behavioral rating scales, computers, and printers.

Physical Address: 711 Main Pueblo Rd, San Felipe Pueblo, NM 87001

3.2 HOURS OF OPERATION AND ESTIMATED WORK HOURS

Service hours shall occur during the school day and will be evaluated according to need during the school year. Hours may vary to meet the needs of the school and students. Minimum days and hours are outlined in the Scope of Work under Section 2.0. The school day for students is between 8:00am and 3:00pm. The number of hours requested is an estimation. The contractor must work with staff during the core duty hours, which is from 7:30am to 4:00pm MDT. The Government reserves the right to increase the number of hours and days of services, to meet student need and the requirements of IDEA. The Government does not guarantee that all hours will be requested or worked. The contractor will not work on days the school is closed to accommodate Holidays, Snow Days, or other school closure events, as outlined on the SFPES' calendar.

3.3 TRAVEL

The contractor shall be required to arrange, procure and finalize all travel plans to support performance of this contract. This will include travelling to and from his/her home each month to be on-site at the school. All travel costs including transportation costs are included in the established rate and will not be billable as a separate cost.

4.0 CONTRACTOR ONBOARDING TIMEFRAME

a. The Contractor shall meet the educational, experience and qualifications outlined in the SOW and must provide his/her resume.
b. The Government will review the candidates resume and provide approval to the Contractor within two business days of receiving the resume and all required documentation (i.e. licensure, certifications, etc.). Approval will be granted by the government to proceed with the candidate, if the potential candidate meets all the basic minimum requirements of the position
c. The Contractor must submit the BIE Personnel Security Intake Package (PERSEC Intake) within 3-business days after the government gives the approval to proceed with the potential candidate.
d. The background check process may take up to 4 to 6 weeks.
e. Work will begin within one week of the BIE Personnel Security Office providing a preemployment determination and/or favorable background check.

5.0 SECURITY.

All contract positions with duties and responsibilities involving regular contact with or control over Indian children are subject to a background investigation and determination of suitability for employment.

Accordingly, all such positions require a favorable background screening by the Bureau of Indian Education (BIE), Personnel Security and Suitability Program and a favorable background investigation by the Defense Counterintelligence Service Agency (DCSA). There are additional clearance requirements for providers working in school locations. All providers under this contract shall submit to suitability clearance procedures and shall not commence work under the contract until the COR and/or Government Contract Officer have cleared them to be on site. All service providers must be United States citizens. The information collected during this effort is considered unclassified, sensitive; therefore, Moderate Risk Public Trust, is the sensitivity level. Each service provider will be provided access to BIE computers and information to fulfill key tasks, activities and deliverables of the SOW. Each service provider shall report suspected computer security breaches at SFPES as soon as the breach is received, heard of, or found to the Indian Affairs Information Technology (IAIT) help desk. Each service provider shall adhere to government requirements on IT usage and access to service IA users, equipment, and software; under no circumstance is a provider permitted to make use of Government computer systems, information, equipment, software, supplies, or accounts for purposes other than the performance of this contract. A service provider's personal-owned computer is prohibited from being on the government networks. Each service provider shall abide by United States Federal policies and procedures, the DOI policies and procedures, IA policies and procedures, and court orders.

6.0 DATA RIGHTS & DOCUMENT OWNERSHIP.

The Government requires unlimited rights in any material first produced in the performance of this SOW, in accordance with the FAR clause at 52.217-14. The BIE shall have unlimited rights to, and ownership of all deliverables provided under this SOW. Each service provider, agrees, that any SFPES student, staff, or parent data, collected in support of this agreement, will not be used, or shared. The implementation and outcome data collected, analyzed, and used in support of the Contract Requirements, Tasks and Deliverables are explicitly for the benefit of the BIE, SFPES. Upon the expiry or termination of the service contract, the service provider will return to BIE any property, documentation, records, or confidential information which is the property of BIE.

7.0 CONFIDENTIALITY & PRIVACY ACT.

The BIE recognizes the service providers may have access to confidential information concerning BIE, SFPES, SFPES Students, Families, and other community members in the fulfillment of their job duties. The School Educational Diagnostician agrees to maintain the confidentiality of all such Confidential Information.

In particular, and without limiting the foregoing, the BIE acknowledges and understands the confidential information to which the service providers will gain access is the confidential and proprietary information of the BIE and SFPES. Thus, each service provider agrees:

- not to disclose any confidential information to anyone other than an employee of the BIE, SFPES who has a need to know such information.
- Prevent any unauthorized use or disclosure of the confidential SFPES student, family, or employee information.
- Promptly notify the BIE, SFPES of any unauthorized use of which the service provider learns of.
- To use such confidential information for the sole purpose of fulfilling the performance under the SOW.

Further, work on this Contract will require each service provider to have access to Privacy Information. Each service provider shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency privacy rules and regulations and remain compliant with HIPAA.

8.0 KEY PERSONNEL.

The position of School Educational Diagnostician is considered key personnel.

The Contractor shall:

a. Present at least one qualified individual in the technical proposal and at time of award. This includes validating that the potential applicant meets the minimum qualifications and educational requirements for the position being filled, including:
    i. Providing the individual's resume demonstrating their past experience as a School Educational Diagnostician.
    ii. Providing a copy of a current New Mexico Licensure.
    iii. Providing a signed Letter of Commitment from the individual, that includes the following: The individual is committed to moving forward upon approval by the BIE. This includes understanding they must undergo the BIE's federal background check and are committed to working as the service provider minimally through the SFPES school academic year to ensure continuity and consistency.
b. Present potential applicants to BIE for final approval before proceeding with hiring and placing the applicant. All potential applicants must have the skills, competencies, and experience.
c. Present a complete BIE Background Check Intake Package.
d. Upon BIE's approval, hire and assign the service provider to perform the respective duties of the position for which the individual is being hired. The Service provider will be under the supervision of the SFPES Principal or his/her designee, on day-to-day operations, and must start providing services within 1 week of a favorable preemployment determination.

9.0 CONTRACTOR REQUEST FOR REMOVAL/REPLACEMENT.

The School Educational Diagnostician is considered a key personnel position. Thus, the following conditions for the removal or replacements of the School Educational Diagnostician shall be followed during the award period.

1. The contractor shall request government pre-approval to substitute or replace the individual.
2. At least 45 days prior to the contractor diverting or replacing the individual in the position as School Educational Diagnostician, the contractor shall notify the Contracting Officer in writing, and the COR.
3. The contractor shall submit a written justification for the diversion or replacement to the Contracting Officer with a courtesy copy to the SFPES COR and Principal.
    i. The diversion or replacement must be mutually agreed upon between the Contracting Officer and the Contractor, before the existing individual vacates the position and leaves the contract. The expectation is the School Educational Diagnostician will continue to provide services while a new candidate is being cleared through the BIE Background Check.
    ii. The written request for pre-approval by the contractor shall identify the proposed replacement and provide an explanation for how the requested substitutes or replacements' qualifications, experience and professional certifications are at least equal to or greater than the original candidate provided by the contractor under this contract. The Contractor shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of newly assigned contract candidate(s).
    iii. A copy of the proposed candidate's resume, certification(s), licensure(s) and a letter of commitment must be submitted with the written justification.
4. If the individual is terminated by the Contractor for cause or separates from the contractor voluntarily with less than thirty-day notice, the Contractor shall provide notice to the Contracting Officer within 2 business days of this action.
5. When feasible, the existing School Educational Diagnostician, shall commit to staying and continuing services under the contract for a minimum amount of time that allows for (1) the

replacement to receive Pre-Employment clearance from the Personnel Security Branch and (2) a transition plan to be created that outlines the transition of services and activities between the existing service provider, and the new service provider.

10.0 SFPES RESPONSIBILITIES (GOVERNMENT FURNISHED ITEMS).

SFPES will provide the School Educational Diagnostician with the following:

- Space and classroom space at SFPES for the contractor to provide services.
- Access to SPED Case File and key documentation, to fulfill services.
- Access to a BIE computer to access NASIS to fulfill requirements, and deliverables of the contract.

11.0 SFPES REVIEW.

- Oversight and review of the contract will be provided by the SFPES COR or his/her designee, the School's Principal, as needed.
- SFPES will certify and ensure all deliverables to access performance and compliance with Contract Requirements and will utilize scope of work as a basis for review and certification.

12.0 INSPECTION AND ACCEPTANCE REQUIREMENTS.

- Quarterly performance reviews will be conducted by the SFPES Principal or his/her designee, Contracting Officer Representative, and/or Special Education Coordinator.
- Any corrective actions will be addressed in a timely manner and documented for the official contract record.

13.0 DELIVERABLES AND SCHEDULE

Deliverable	Description of Deliverable	Delivery Method
Service Provider's qualifications, resume, certifications, licensure and letter of commitment.	See Deliverable Description Below.	SFPES COR and Principal during solicitation and at time of award.
BIE Background Check Complete Intake Package	See Deliverable Description Below.	To COR or School POC Within 3-business days of award.
Schedule Initial/Triennial Student Psychological Evaluation	Project Schedule: Schedule and confirm a date for an onsite visit to SFPES to conduct student evaluation(s). A forecasted project schedule will be submitted within two-days after the monthly meeting with the school. In the Project Schedule the contractor will include the anticipated travel dates and caseload information for the upcoming quarter (next four months).	Via Email to the COR and Principal.
Conduct Initial Student Psychological Evaluation	Within 30-days of receiving the notice from SFPES for a student psychological evaluation, the contractor must conduct the initial student psychological evaluation. Summary of Assessments given, dates,	Via email to the Principal and SPED Coordinator within 5 calendar days of evaluation date.

	and overall student level of participation.	
Prepare & submit the individualized written psycho-educational report to SFPES	Within 15-days of conducting the initial student psychological evaluation, submit the formal Report to SFPES. This includes the Summary of Report and Evaluation Report from Diagnostician and Summary	Via email to the Principal and SPED Coordinator
Monthly Case Activity Report	A written monthly report outlining key activities and tasks accomplished for the month mapped to key activities, i.e., conducting initial/triennial evaluations, participating in eligibility IEP Meeting with Families and SPED Coordinator to interpret results, case load information and pending evaluations, and any open or pending requests for paperwork or school/parent input.	Via email to the Principal and SPED Coordinator by the 5th of each new Month.
Monthly Invoice	The 5th Day of Each Month	IPP and email to COR.
Final Report	Within 30 days from end of POP	Via Email to COR/ or School POC

Deliverable: Service Provider's Qualifications, Resume, and Certifications/Licensures. The position of the School Educational Diagnostician is considered key personnel. The contractor shall provide the BIE with the documentation to demonstrate the proposed candidate to fulfill each position minimally meets the qualification, licensure and certification requirements. A copy of the person's resume, certifications, licensures and a letter of commitment must be provided to the COR and CO on the day of award for each position.

Deliverable: BIE Personnel Security Intake Package for the BIE Background Check. The contractor shall provide the COR a completed BIE Personnel Security Intake Package to initiate the BIE Background Check. A BIE intake package typically includes the following required forms listed below with an *, however, the final intake package, will depend on where the individual has lived, as outlined on their Places Applicant Lived (PAL) form. Each state has different requirements. This list of forms may change once the COR receives the PAL Form. The COR will advise the contractor of any additional forms needed. A Completed Intake Package will include all intake forms including any relevant state check forms, fingerprint cards, and driver's license (if applicable).

- OF-306 Form – Declaration of Federal Employment (OF306) *
- Applicant Screening Questionnaire Indian Children (ASQ) *
- Authorization for Release of Information (ROI) *
- Fair Credit Reporting Release (FCRR) *
- Fingerprint Privacy Release (FPPR) *
- Places Applicant Lived (PAL) *
- Line of Sight Supervision (LOSS)*
- Local Law Enforcement Inquiry (LLEI) * Required, but only applicable, if the person has lived on a Reservation or Tribal Territory *
- Navajo Nation – LLEI (NN-LLEI), Required, but only applicable, if the person has lived within the territory of the Navajo Nation. *

- OPM Form - Dependent on Information on PAL
- Fingerprint Cards - Dependent on Information on PAL
- Copy of State Driver's License - Dependent on Information on PAL

Deliverable: Monthly Invoice with MLSR

- The contractor will invoice the BIE for services rendered on a monthly basis.
- The invoice shall include a breakdown of hours worked. The services will be paid per day and time of services hours, lesson planning and daily reports for this contract agreement. An invoice for services shall be submitted on a monthly basis.
- The Invoice shall include adequate supporting cost documentation, including source documentation as appropriate (i.e., sign-in sheets, time sheets, along with a Monthly Letter Status Report (MLSR).
- At a minimum a proper invoice shall include:
    - Name and address of the Contractor.
    - Invoice date and number.
    - Contract number, line-item number and, if applicable, the order number.
    - Description, quantity, unit of measure, unit price and extended price of the items delivered.
    - Terms of any discount for prompt payment offered.
    - Name and address of official to whom payment is to be sent.
    - Name, title, e-mail and phone number of person to notify in event of defective invoice; and
    - Taxpayer Identification Number.
- A Monthly Letter Status Report shall be a detailed informative, all-inclusive monthly status report outlining all efforts under the Contract that will contribute to the successful fulfilment of services at PRS. This must be submitted with the Invoice.
- The contractor will invoice by the 5th day of each month through IPP and send a copy of the invoice and supporting documentation.

Deliverable: Final Report Requirement:

The contractor shall provide a final report to the San Felipe Pueblo Elementary School Principal and Contracting Officer Representative at the conclusion of the period of performance. This report shall summarize objectives achieved, significant issues, problems, and recommendations to improve the process in the future. In addition, the following information must be included in the Final Report:

- A narrative on work performed and progress made on all tasks levied under the resulting contract. Including any key accomplishments.
- Final Costs Breakdown over the lifetime of the contract including outlining the position, total number of days worked, total costs, and billing rate per position.