SCOPE OF WORK
NAVAJO AREA – INDIAN HEALTH SERVICE
TELERADIOLOGY SERVICES

B-1 PURPOSE OF CONTRACT

The purpose of the contract is to obtain interpretation of electronic medical images. Contractor shall furnish all necessary personnel, supplies, materials, and equipment to perform under the terms of this contract. All services supplied by contractor under the terms of the contract shall be performed in compliance with all requirements and regulations of Food and Drug Administration (FDA), Mammography Quality Standards Act(MQSA, for mammography services),The Joint Commission (TJC), Centers for Medicare & Medicaid Services (CMS) and Health Insurance Portability and Accountability Act of 1996 and Privacy Act (HIPAA).

The Facilities to be serviced are as follows:

1. Chinle Comprehensive Healthcare Facility
2. Kayenta Health Center
3. Inscription House Health Center
4. Northern Navajo Medical Center
5. Crownpoint Comprehensive Healthcare Facility
6. Gallup Indian Medical Center

B-2 FEE SCHEDULE

The facilities stated in Section B-1 may submit imaging examinations of varying numbers, types, severity, urgency, and days and hours of transmission for interpretation under the terms of the contract. Workload may vary depending on the varying needs of the referring facilities including number of onsite radiologists, type and/or time of examination, and a number of other factors. Imaging examinations may be sent to contractor for routine, urgent or stat interpretation twenty-four hours per day, seven days per week. The following are annual volumes of different categories of imaging examinations. Cost estimates should be submitted per exam category. Additionally, contractor may estimate costs based on number of images per examination for cross sectional imaging exams (e.g., CT, CTA and MRI).

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B-3 PERFORMANCE WORK STATEMENT (PWS)

1.0 INTRODUCTION

The Navajo Area Indian Health Service (NAIHS) includes five Federal Service Units located in the northern portions of the States of Arizona and New Mexico. NAIHS facilities offer a wide range of health care services with varying levels, types and hours of service, up to twenty-four hours per day and seven days per week, at the various Service Units. NAIHS facilities perform a variety of imaging examinations in support of their clinical activities with all images captured, stored and displayed in DICOM format.

NAIHS Service Units have a requirement for Teleradiology Services to assist Service Units with the interpretation of medical images, including X-ray (CR/DR), Computed Axial Tomography (CT), Computed Axial Tomography Angiography (CTA), Mammography (MM), Mammography digital breast Tomosynthesis 3D, Ultrasound (US), Magnetic Resonance Imaging (MRI), and Dual Energy X-ray (DEXA).

2.0 DEFINITIONS/ACRONYMS:

A. Acceptance: Constitutes acknowledgement that the supplies or services conform to applicable contract quality and quantity requirements, except as provided in FAR subpart 46.5 and subject to other terms and conditions of the contract.

B. Approval: Acknowledgment by the designated Government employee that submittals, deliverables, or administrative documents (e.g., insurance certificates, installation schedules, planned utility interruptions, etc.) conform to the contractual requirements. Government approval does not relieve the Contractor from responsibility for compliance with contract requirements.

C. Area: A defined geographical region for Indian Health Service administrative purposes. Each Area Office may administer several Service Units.

D. Authorized Ordering Official: A Government employee with the authority to order/issue and sign individual task orders for a specific healthcare facility

E. Award Term Plan: plan of action to extend the contract per the Option Years for successful completion of the quality assurance plan.

F. Contracting Officer (CO): A Government employee with the authority to enter into, administer, and/or terminate a contract and make related determinations and findings.

G. Contracting Officer's Representative (COR): A Government employee responsible for administration of this contract. The COR closely monitors the contract for Contractor compliance and provides feedback to the Contracting Officer.

H. Contractor: The entity awarded legal binding contract to provide supplies and services.

I. Customer: Patients, staff and visitors of a NAIHS service unit and medical facility.

J. Customer Evaluation/Input: Written comments made to the Contracting Officer regarding the Contractor's performance. This is one of the criteria used to evaluate the Contractor's performance.

K. Facility Point of Contact: A Government employee designated by the facility receiving service, who assists the Authorized Ordering Official in the administration of task orders and payment of invoices issued under this contract. Has limited authority to contact Contractor regarding routine daily service issues and special requests within the scope of the contract. Assists the Contracting Officer's Representative to monitor the Contractor for performance.

L. Federal Acquisition Regulation (FAR): The FAR is the primary regulation for use by all Federal Executive agencies in their acquisition of supplies and services with appropriated funds.

M. Holiday: A day marked by a general suspension of work in commemoration of an event.

N. Ordering Official: A Government employee with the authority to order/issue and sign individual task orders.

O. Past Performance Information: Relevant information regarding a contractor's actions under previously awarded contracts. This includes the contractor's record of conformance to specifications and to standards of good workmanship; the contractor's record of containing and forecasting costs on any previously performed cost reimbursable contracts; the contractor's adherence to contract schedules, including the administrative aspects of performance; the contractor's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the contractor's business-like concern for the interest of the customer.

P. Performance-Based Acquisition: Structuring all aspects of an acquisition around the purpose of the work to be performed with the contract requirements set forth in clear, specific, and objective terms with measurable outcome as opposed to either the manner by which the work is to be performed or a broad and imprecise performance work statement.

Q. Performance-Based Matrix: Lists the services to be monitored and the standards to be applied.

R. Quality Assurance Surveillance Plan (QASP): A written document prepared and used by the government for Quality Assurance surveillance of the contractor's performance.

S. Quality Control: Those actions taken by the contractor to control quality of services provided.

T. Task Order (SF1449): An order issued in accordance with the terms of the contract that details an ordering activity's specific requirements. An authorized ordering official's written order to obtain services, at a minimum will include the following where applicable: description of services, skill categories, hours, price, period of performance, contract number, and the ordering activity's task order number.

ACRONYMS:

A. ACR: American College of Radiology (ACR)

B. CMS: Center for Medicaid and Medicare Services

C. DICOM: Digital Imaging and Communications in Medicine, standard for the communication and management of medical information and related data

D. DUNS: Data Universal Numbering System (Dun and Bradstreet)

E. FDA: Food and Drug Administration

F. HIPAA: Health Insurance Portability and Accountability Act

G. HL7: Health Level 7, Medical informatics standard that facilities communication among different digital systems.

H. MQSA: Mammography Quality Standard Act

I. NAIHS: Navajo Area Indian Health Service

J. NAO: Navajo Area Office

K. OIG: Office of Inspector General

L. PACS: Picture Archiving and Communications System

M. TJC: The Joint Commission

3.0 CONTRACTOR REQUIREMENTS

A. NAIHS Facility Data and Images: Except as necessary to provide services under the contract, Contractor shall not share, distribute or publish any NAIHS or NAIHS facility business data, patient data or information, or patient images without the express written consent of the originating facility and any such data, information or images shared, distributed or published with the express written consent of the originating facility shall be in accordance with all applicable regulations and requirements of Health Insurance Portability and Accountability Act (HIPAA), Privacy Act, The Joint Commission (TJC), Center for Medicaid and Medicare Service (CMS) and other applicable privacy standards.

B. The contractor shall be in compliance with CMS requirements §§482.12(a) (1) through (a) (7) and §482.12 (e) stated in the written agreement.

C. Contractor's Equipment and Software: Hardware and software utilized by contractor to provide services under the contract shall be compliant with all regulations and requirements of Food and Drug Administration (FDA), TJC, CMS and HIPAA. Shall be able to receive DICOM images for interpretation of exams.

D. Contractor's Professional Liability Insurance: Contractor shall maintain, at contractor's sole expense, Professional Liability Insurance for each of contractor's radiologists providing services under the contract in the amount of at least Two Million Dollars ($2,000,000) per claim and Six Million Dollars ($6,000,000) in the annual aggregate, AND General Liability Insurance in an amount at least commensurate with industry standards.

E. All interpretations provided to NAIHS facilities under the terms of the contract shall be performed by radiologists located in the United States of America.

F. Credentialing of Contractor's Radiologists: Contractor shall maintain at all times during the contract period certification by TJC (MS 13.01.01 and MS 13.01.03) and CMS, §482.22 (a) (3) and §482.22 (a) (4) including credentialing of contractor's radiologists providing services to NAIHS facilities under the terms of the contract. Contractor shall notify NAIHS immediately in writing of any limitations on contractor's TJC and/or CMS certification or restrictions on credentials of any of contractor's radiologists. Contractor shall provide the NAIHS Contracting Officer's Representative (COR) and subsequently update a list of all radiologists who will be providing interpretations under the terms of the contract, said list including Provider Identification Number (PIN) and other identifying information required by government and private third-party payers. Contractor shall provide each NAIHS facility with signed billing waivers for each interpreting radiologist as required to facilitate billing of government and private third-party payers by NAIHS facilities. Contractor shall provide NAIHS with all documentation, information, and permissions required by referring Service Units to properly complete their credentialing actions as required by TJC and CMS. Contractor shall provide NAIHS at least five working days (excluding weekends and Federal holidays) notice of any additions to contractor's interpreting radiologist staff, said notice to be

accompanied by all identification, billing, privileging and credentialing documentation specified above this paragraph.

G. Radiology Staff Quality Assurance (QA) Activities and Requirements: The contractor shall establish and maintain a QA program consistent with all TJC or CMS requirements including quarterly evaluations of interpretations by every interpreting radiologist. These requirements may be amended from time to time to maintain compliance with applicable laws, rules and regulations.

a. Said QA evaluations shall classify contractor's radiologist's imaging examination clinical report as:
    1. No Discrepancy: Reviewer fully agreed with initial clinical interpretation.
    2. Minimal Discrepancy: Reviewer noted or disagreed with one or more findings reported on the initial interpretation that would likely not alter NAIHS facility's patient's care or clinical course.
    3. Significant Discrepancy: Reviewer noted or disagreed with one or more findings on the initial interpretation that would likely alter NAIHS facility's patient's care or clinical course. **Note that contractor shall take action within one (1) hour to communicate to NAIHS facility responsible provider notice of any significant discrepancies found in initial reads.**

b. Said QA evaluations shall include a sufficient number of interpretations for each of contractor's radiologists providing services under the contract to meet all TJC and CMS requirements for accredited QA programs.
c. Said QA evaluations shall be conducted by a Board Eligible/Board Certified (BC/BE) radiologist (not currently in residency training) at contractor's sole expense.
d. Said QA evaluations must be reported to the NAIHS COR within thirty (30) calendar days of the end of the quarter or as required by TJC and CMS.
e. Performance Improvement Plans (PI Plans) must be included for any of contractor's interpreting radiologists with a rate of clinically significant discrepancy greater than 1%.

H. The following are the required timelines for the reports sent as "Routine", "Urgent", "Stroke" and/or "Stat"

a. Routine: Interpretation should be available at the referring facility within 2 days.
b. Stroke: Interpretations should be available at the referring facility within twenty (20) minutes.
c. Urgent or Stat: Interpretations should be transmitted to the referring facility within thirty (30) minutes.
d. Critical findings: Should be called within one (1) hour to the referring facility's NAIHS clinicians.
e. NAIHS facilities reserve the right to alternatively utilize the services of another vendor if the contractor is not able for any reason meet the

timelines and requirements in H (a)(b) and (c) of this section of this scope of work

I. Preliminary and Final Interpretations: All interpretations will be final once BC/BE radiologist (not currently in residency training) complete the report and transfers the report into the referring facilities medical record. All interpretations will be final.

J. Digital Mammography Requirements: Contractor shall provide the following services related to NAIHS referring facility screening and diagnostic mammography programs including support for Mammography Quality Standards Act (MQSA) activities with FDA and ACR. Contractor may be required to provide the following services depending on the needs of the individual referring facility.

a. Lead Interpreting Physician, as defined by MQSA.
b. Medical Physicist Survey, as required by MQSA, with all required reporting to COR as required by MQSA. Contractor shall maintain full MQSA accreditation while performing mammography services under the terms of the contract.
c. All QC/QA of mammography viewing monitors will be sent to the COR every week to ensure FDA standards are being met.
d. Contractor's Lead Interpreting Physician and Medical Physicist shall consult with and assist referring facilities with all clinical issues and MQSA accreditation issues as requested by the referring facilities and required by MQSA. Contractor shall be responsible for physician's portions of MQSA accreditation and annual inspections.
e. Contractor's Lead Interpreting Physician and staff Mammographers shall be available to assist NAIHS referring facilities' clinical providers with clinical consultations related to mammography services performed under the terms of the contract.

K. Contractor's Customers' Assistance: Contractor shall provide contacts for NAIHS and referring facilities for assistance for clinical, technical and business related issues as follows.

a. Contractor shall provide a customer representative to assist NAIHS and referring facilities staff with business questions during regular business hours Monday through Friday, 0800 – 1700 MT.
b. Contractor will maintain an 800 numbers or equivalent telephone service to permit twenty-four hours per day and seven days per week immediate contact with contractor's clinical staff by clinical providers at referring facilities.
c. Contractor will maintain an 800 numbers or equivalent telephone service to permit twenty-four hours per day and seven days per week immediate contact with contractor's technical staff by clinical providers or technical support personnel at referring facilities.
d. Contractor shall identify a Medical Director for its services. COR, NAIHS clinical providers and administrators may contact contractor's Medical Director with clinical issues and concerns, and service requests.

L. Contractor's Communications Network and Interface Requirements

a. Communications Interface: Contractor shall interface with Government furnished PACS (Picture Archiving and Communication System) communications platform(s) at NAIHS referring facility sites.

b. Storage and Display of Imaging Examinations: All interpretations shall be performed on FDA, TJC, CMS and HIPAA compliant equipment operating FDA, TJC, CMS and HIPAA compliant software. All equipment and software shall be calibrated and maintained to FDA, TJC, CMS and HIPAA compliant standards.
c. Required Communications and Information Systems Agreements: Contractor shall work with NAIHS and facility Information Technology (IT) Departments to complete all IHS required Information Systems Agreements.
d. Contractor's network must have established firewalls and procedures to ensure patient confidentiality and security consistent with HIPAA regulations and American College of Radiology (ACR) guidelines.
e. Contractor shall transmit reports to NAIHS facilities by electronic means in format acceptable to referring facility.
f. Contractor shall upon request work with NAIHS and referring facilities to develop: a) direct HL – 7 interface with IHS database to allow direct communications of patient demographic and clinical information, imaging examination information and work orders from NAIHS referring facilities' database to contractor's information system and b) direct HL – 7 interface for transmission of imaging examination reports from contractor's information system back to NAIHS referring facilities' database.
g. During the period until an HL-7 connection is established, the Contractor will fax reports to each facility in the time frames listed in H, a thru d.
h. Contractor's server and telecommunications network must have built in redundancy to allow for 100% receipt and processing of all NAIHS data.

M. Contractors providers shall not be mentioned or a party on the OIG (Office of Inspector General) Exclusions List and Excluded Party List.

N. Contractor shall perform quarterly Quality Assurance and Peer Review (QA) including review of all radiologists providing interpretive services under the terms of this contract as defined in B-3, F of this document. Contractor shall report results of all QA performed as part of this Performance Work Statement (PWS) to the Contracting Officer Representative (COR), NAIHS as required by B-3, F.

4.0 THIRD PARTY BILLING:

NAIHS medical facilities will bill for all third party insurance for all studies covered in the contract. The contractor shall not bill insurance for services rendered. The contractor shall be required to have all participating radiologist sign billing waivers.

5.0 PROFESSIONAL QUALIFICATIONS

The Contractor physicians shall:

A. Be Board Eligible or Board Certified (BE/BC) in Diagnostic Radiology by the American Board of Radiology (ABR).

B. Possess an unrestricted license to practice medicine in the state where they will be providing professional services (the state where contractors' radiologist will be located while interpreting and reporting exams). The states services to be provided are in the state of New Mexico and Arizona.

C. Be credentialed by Contractor under The Joint Commission (TJC) or Center for Medicaid/Medicare Services (CMS) accredited methods to provide diagnostic imaging professional services.

D. Provide under the contract only diagnostic imaging professional services within the scope of their credentials as granted by contractor under TJC or CMS accredited methods.

E. Meet the "Qualifications of Personnel" in the America College of Radiology (ACR) Technical Standard for Teleradiology, Section III, A. Physician (http://www.acr.org/Hidden/Economics/FeaturedCategories/useful_links/medicare_info/teleradiology/ACRTechnicalStandardsDoc4.aspx).

6.0 Performance – Based Matrix

Performance-based Task	Indicator	Standard	Quality Assurance	Incentives
Contractor shall provide teleradiology interpretation services.	Competency	Perform 100% required tasks at 100% of the required competencies (refer to 11.0)	See QASP and the reports submitted by the Contractor as stated in section B-3,Contractor Requirements, section M.	Positive performance review on Contractor Performance Assessment Report System (CPARS). Payment for services performed in accordance with PWS. Exercise of Option Year Period as identified in Section B-4.
	Compliance	100% compliance with IHS Service Units and/or Health Centers published Policies; Procedures; Standards of Care; and hospital and Laboratory Protocols.		
	Patient Outcomes	No reports of breached patient safety, infection control, and other procedures that might adversely affect patient outcome.		
	Professionalism	Performance characterized by continual cultural awareness and focus on customer service. 100 percent adherence to the Code of Ethics and Federal Code of Conduct.		
	Reports	100% percent of meeting requested timeline as stated in Section B-7.		
	Credentialing	100% meets requirements as stated under section B-3, F of the PWS.		