I. Background

The Federal Bureau of Prisons (BOP) was established in 1930 to provide more progressive and humane care for Federal inmates, to professionalize the prison service, and to ensure consistent and centralized administration. Today, the BOP is responsible for the custody and care of approximately 155,477 Federal inmates. The Federal prison system is a nationwide system of prisons and detention facilities for the incarceration of inmates who have been sentenced to imprisonment for Federal crimes and the detention of individuals awaiting trial in Federal court. It is the mission of the BOP to protect society by confining inmates in the controlled environments of prisons and community-based facilities that are safe, humane, cost-efficient, and appropriately secure, and that provide work and other self-improvement opportunities to assist inmates in becoming law-abiding citizens.

As an agency under the Executive Branch of the United States Government, the BOP receives an annual appropriation of funds to accomplish its assigned mission. The public trust demands that this annual appropriation be prudently managed. Thus, dollars spent to maintain the health of the inmate population must reflect the agency's best efforts to obtain cost-effective healthcare consistent with community standards.

The Field Acquisition Office intends to make a single award to a responsible entity for the provision of Diagnositc Imaging Services as set forth in this solicitation/contract. The Federal Correctional Complex (FCC) (hereinafter referred to as "institution(s)") is located in Butner, North Carolina and includes the following institutions:

Federal Medical Center (FMC) – Male Inmates, Care Level IV
Federal Correctional Institution (FCI) I - Male Inmates, Care Level III
FCI II – Male Inmates, Care Level III
Federal Prison Camp – Male Inmates, Care Level III
Low Security Correctional Institution – Male Inmates, Care Level III

II. Statement of Output

Within this Performance Work Statement (PWS), necessary services are described in terms of output rather than specific task assignments. The BOP desires to make an award to the offeror who can provide the best value, considering the diversity of available services and price, among other criteria specified in **Attachment 4: Submission and Evaluation of Proposals**.

Output #1: Provide institution-based diagnostic imaging services which conform to community standards, and all local, state, and Federal laws and regulations applicable to the delivery of health care to members of the general public.

Output #2: Manage medical record information in a manner which promotes continuity of care while observing restrictions on the release of information.

Output #3: Maintain open avenues of communication, facilitating the exchange of information between the contract provides and the Government regarding the contract services.

III. Compliance with Contract Requirements

The contractor's efforts under this contract shall be monitored to ensure that the required output is achieved. The Government reserves the right to inspect and evaluate in a reasonable manner all services rendered during the performance of this contract.

The contractor is responsible for all management and quality control actions necessary to meet the quality standards set forth by this contract. Prior to commencing performance, the contractor shall develop and submit a quality control plan (QCP) for the institution's approval. Once the QCP is approved by the institution, the contractor shall utilize the QCP to guide and rigorously document the implementation of the required management and quality control actions to achieve the specified output.

IV. Specific Requirements

Output #1: Provide institution-based diagnostic imaging services, which conform to community standards, and all local, state, and Federal laws and regulations applicable to the delivery of health care to members of the general public.

Throughout the performance of this contract, the contractor shall not utilize any provider that appears in the List of Excluded Individuals/Entities (LEIE) maintained by the U.S. Department of Health & Human Services.

The Contractor shall provide for the complete management, staffing, and operation of the Diagnostic Imaging Department. The Diagnostic Imaging Department is located within the FMC. The Diagnostic Imaging Department shall normally receive patients during the hours of 7:30 am to 4:00 pm, Monday through Friday, excluding Federal holidays. The Contractor shall ensure that appropriate staff remains on-call and available to return to the institution to provide services which are required on an urgent basis outside of the normal operating hours. If services are required outside of normal working hours, the contractor's response time shall be within one hour of telephonic notification from the Government.

In performance of this output, the contractor shall provide the following services, to include but not be limited to:

Computer Axial Tomography
Echocardiogram
Magnetic Resonance Imaging
Nuclear Medicine
Positron Emission Tomography/Computed Tomography Scans (PET/CT)
Radiography/Tomography, to include portables on nursing units
Ultrasound (with echocardiography)

The Contractor shall be responsible for determining the staffing required to operate the Diagnostic Imaging Department. At a minimum, the Contractor shall staff the unit to satisfy all applicable requirements of the Food and Drug Administration (FDA), the Joint Commission for Accreditation of Health Care Organizations (JC), Nuclear Regulatory Commission and any other local, state, or Federal guidelines pertaining to the performance of diagnostic imaging services. The Contractor shall ensure that a Radiologist is available on site or on call to perform all clinical functions as required and to provide consultation on other relevant issues. The Contractor shall ensure a Radiology Physicist is included within the staffing guidelines, designate a Manager, and a Radiologist as having primary responsibility for the

operations of the Diagnostic Imaging Department. The Radiology Physicist will chair the Radiation Safety Committee and inspect and calibrate systems, in addition to other duties. The Contractor shall ensure a Registered Nurse is included within the staff guidelines.

The institution will provide all equipment, supplies, and forms for the performance of this output.

At least two weeks prior to performing services, the Contractor shall submit a bi-weekly work, schedule to the Contracting Officer's Representative (COR) or designee for reference purposes.

The contractor is responsible for the issuance and maintaining of dosimetry badges to appropriate individuals on their staffing plan on a monthly and/or quarterly basis. The Contractor is responsible for all costs of acquiring and maintaining dosimetry badges.

Exam/test/procedure result turn-around time limit for forwarding results to the appropriate patient care units shall normally be no later than the end of the shift on which the exam/test/procedure result is known or when clinically needed, whichever occurs first. Transcribed results will be provided to the institution within 24 hours of exam/test/procedure or when clinically needed, whichever occurs first. The practitioner who requests a stat test or examination shall receive a verbal report the day the test is ordered. If at any time a practitioner suspects serious immediate life-threatening pathology has been identified or verified via an exam/test/procedure, that information shall be telephoned to the referring physician or practitioner, or in his/her absence, the Clinical Director or designee, upon becoming knowledgeable of the potential immediate life-threatening condition. The Contractor shall be responsible for providing all transcription support.

On a monthly basis and within ten calendar days following month end, the Contractor shall submit a report of total tests/procedures/examinations and other operational matters in a format prescribed by the institution.

In addition to abiding by all regulatory requirements, the Contractor shall ensure the Diagnostic Imaging Department successfully passes all required surveys or inspections. The Contractor's performance shall comply with the following standards:

1. BOP Program Statement P6000 Patient Care Series Policies (current version), Medical, Dental, and Health Services

2. Ambulatory Health Care (CAMAC), Behavioral Health Care (CAMBHC), and Nursing Care Center (CAMNCC) - Joint Commission (current version)

3. Food and Drug Administration Rules, Regulations, and Standards regarding medical device and radiation safety (current version)

Providers performing institution-based services shall be licensed to practice medicine in the State of North Carolina. Providers performing these services shall apply for clinical privileges at the institution. All clinical privileges shall be appropriate to the qualifications of the provider and the resources of the facility where care is provided. Any clinical privileges granted due to the award of this contract shall be contingent upon the continuation of this contract and upon the physician's continued affiliation with the contractor or any subcontractor. Continuation of privileges at the institution shall be at the sole discretion of the institution. Non-physician providers shall maintain active licenses from the State of North Carolina, as applicable.

All contract personnel providing services within the confines of the institution shall have a complete background investigation conducted in accordance with BOP Program Statement 3732.01, "BOP Identifications and Background Investigation." See also "Contract Security/Investigative Requirements" contained within this solicitation/contract, see **Attachment 3: Special Contract Conditions**. All contract providers and other applicable staff who will enter the institution to perform services on a recurring basis shall be required to attend a four-hour institution orientation course held at the institution or a mutually acceptable site. A "refresher" orientation must be completed annually. The contractor's costs for contract staff to attend this training shall be the responsibility of the contractor. The CO or COR will be responsible for scheduling training for all applicable contract staff.

The offeror's technical proposal shall discuss in detail the staffing approach and proposed methodology for accomplishing Output #1, including a proposed plan for securing substitute services in the event of staff absences. The following positions are provided as only a guide to possible staffing positions an offeror may employ to accomplish performance: Project Manager, Radiologist, Radiology Physicist, Registered Nurse, Radiologic Technologist, and Diagnostic Imaging Assistant/Clerk.

Output #2: Manage medical record information in a manner which promotes continuity of care while observing restrictions on the release of information.

The BOP shall provide the Contractor access to the Bureau Electronic Medical Records (BEMR) program and any other necessary patient data required to analyze the needs of the BOP patients. All physicians and other contract clinical staff shall ensure that appropriate documentation is entered into patient medical records which will remain at and are the property of the institution. This shall include pertinent entries in BEMR and on the Standard Form (SF) 600 Chronological Record of Medical Care and the SF-513 Consultation Sheet, implemented upon contingency.

Upon request, authorized BOP staff shall have access to and obtain copies of all inmate's medical records to include evaluation and treatment reports prepared and maintained by the contract providers. Release of information shall only be made in accordance with community standards, Joint Commission regulations, and the Privacy Act of 1974. Any request(s) for copies of an inmate's medical records by the inmate or a third party shall be directed to the COR for processing.

Output #3: Maintain open avenues of communication, facilitating the exchange of information between the contract providers and the Government regarding the contract services.

The contractor shall provide a Point of Contact (POC) who shall be responsible for facilitating the contractor's delivery of health services under this contract. The POC shall have sufficient clinical knowledge to enable preliminary technical consultation, with referral to a specialist if necessary. The contractor shall designate this individual in writing to the CO prior to the start date of the contract. Alternate POC's may be designated; however, the contractor must identify those times when an alternate shall be the primary POC.

There shall be an open line of communication between the contractor, its representatives, and the institution to ensure that only those services ordered by the institution are provided, unless required for intervention in a life-threatening emergency. In the event of a life-threatening emergency, the contractor shall contact the COR within a 24-hour period or the next normal working day. All institution referrals shall be the sole responsibility and decision of the Government.

A contract provider may discuss with the inmate only the diagnosis and possible treatment options directly related to the written consultation provided by the institution. The contract provider should not guarantee any future treatment to the inmate or discuss future appointment dates. All consultant recommendations should be sent to the institution for review by the Primary Care Provider Team (PCPT) and/or Clinical Director (CD). The BOP PCPT and/or CD is under no obligation to follow consultant recommendations. All patient care information and/or treatment plans will be reviewed by the PCPT/CD and the final disposition will be relayed to the inmate in accordance with BOP policies and procedures. In the event further care is approved, the contractor will be notified by the institution. The contractor shall not perform any treatment/procedures unrelated to the reason for consultation without receiving prior authorization from the institution.