

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE 1 OF 1 PAGES	
2. AMENDMENT/MODIFICATION NO. 0004		3. EFFECTIVE DATE 02/02/2023		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY US Department of Justice Federal Bureau of Prisons, Field Acquisition Office 346 Marine Forces Drive Grand Prairie, TX 75051		7. ADMINISTERED BY (If other than Item 6)		CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO.	
				(X)		15B21122R00000003	
						9B. DATED (SEE ITEM 11) 12/09/2022	
				( )		10A. MODIFICATION OF CONTRACT/ORDER NO.	
CODE				FACILITY CODE		10B. DATED (SEE ITEM 13)	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Solicitation # 15B21122R00000003 is hereby revised by Amendment 0004 to revise Attachment 2: Performance Work Statement. The following section has been deleted in its entirety: VIII. Inmates Who Release from BOP Custody (duplicated section). (Located on page 12).  
All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

## 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 143,000 Federal offenders. 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 Federal Bureau of Prisons to protect society by confining offenders 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 offenders 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 health care consistent with community standards.

In meeting the health care needs of a growing inmate population, the BOP provides essential medical, dental, and mental health services to Federal inmates with BOP resources. When a medical need arises which cannot be provided within prison walls by BOP resources, referrals are then made to community-based providers. It is the goal of this solicitation to establish a contractual agreement that will provide necessary professional and facility services for both inpatient admissions and outpatient encounters.

The Field Acquisition Office intends to make a single award to a responsible entity for the provision of Comprehensive Medical Services as set forth in this solicitation/contract for the Federal Correctional Institution and Satellite Prison Camp (hereinafter referred to as the "institution") located in Otisville, NY. The institution currently houses male inmates. The institution is presently identified as a Care Level II BOP facility. Care Level II is an intermediate classification on the four-level scale where Care Level I represents the healthiest inmates and Care Level IV represents inmates with serious health issues. Criteria for categorizing an inmate in the Care Level II category is included as **Attachment 6-Medical Classification – Care Level Criteria**. Despite the description of the general health of the inmate population, however, needs for inmate health care may arise at any time, in any specialty, and any level of complexity. Classification and designation of inmates is the sole responsibility of the BOP and may be changed at any time without consideration to the contractor.

In evaluating offers, the Government will evaluate the proximity of the proposed community-based providers, in addition to other factors, and give preference to those providers located nearest the FCI. Although a mileage restriction has not been placed on this acquisition, the Government reserves the right to determine that the proposed driving distances/conditions to community-based providers pose an unacceptable cost or security risk and to find such offers unacceptable.

## II. Organizational Conflict of Interest

The objective of this solicitation is to satisfy the BOP's requirement for the provision of health care to the inmates of the FCI. A potential organizational conflict of interest may arise if the awardee is an entity which also holds or participates in a separate contract/agreement with the BOP as a medical claims adjudicator. A possible conflict of interest may exist if the awardee has dual responsibilities for the submission of medical claims for services rendered under the resulting contract and for the adjudication of those medical claims under a separate contract/agreement with the BOP.

Offers received from any firm which holds or participates in a separate contract/agreement for BOP medical claims adjudication services must address any potential organizational conflict of interest that may arise and must provide a detailed explanation of how such conflicts will be avoided. Offers received from any firm which holds or participates in a separate contract/agreement for BOP medical claims adjudication services which fail to adequately address/resolve potential conflicts of interest will be rejected without further consideration. This limitation on the eligibility of offerors has been imposed as authorized by Federal Acquisition Regulation (FAR) 9.506.

## III. Statement of Output

Within this Performance Work Statement, 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**. Therefore, the Government may award any or all line items, may withhold award of any or all line items, or may award to an offeror who proposes less than the full complement of services contained in this solicitation. Accordingly, output items 1 and 2 are optional deliverables while output items 3, 4, and 5 are applicable to all services provided. Offerors are encouraged to submit comprehensive proposals committing to provide all output listed in the solicitation. Offerors who propose less comprehensive approaches will be evaluated accordingly.

- Output #1: Provide inpatient and outpatient facility 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. (Cross-reference pricing categories 1a. and 1b.)
- Output #2: Provide professional 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. (Cross-reference pricing categories 2a., 2b., and 2c1.)
- Output #3: Submit properly-priced invoices for services rendered.
- Output #4: Manage medical record information in a manner which promotes continuity of care while observing restrictions on the release of information.

Output #5: Maintain open avenues of communication, facilitating the exchange of information between the contract provider, contract facility, and the Government regarding the contract services.

#### **IV. 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's performance will be measured by the Government utilizing the outcome measure indicators provided in **Attachment 7 – Performance Based Outcomes**.

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.

#### **V. Specific Requirements**

**Output #1: Provide inpatient and outpatient facility 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 #1 is an optional deliverable. However, if the offeror proposes to provide these services, the following minimum requirements apply. 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.

If proposed, the Contractor shall provide facility services on an as-needed basis in a manner which adheres to community standards of quality and cost-effective medical care. The services required to satisfy Output #1 may include inpatient facility and outpatient facility, including emergency room services. Inpatient visits for non-emergency services shall require private room accommodations with available space for up to three armed or unarmed guards per inmate.

It is the FCI's preference to obtain the services of facilities that are accredited by the Joint Commission. Offerors utilizing facilities which maintain accreditation by the Joint Commission shall submit a copy of the current accreditation certificate as part of the offeror's technical proposal. If an offeror intends to utilize a facility which is accredited or certified by any other recognized professional accrediting body, the offeror shall submit documentation validating this accreditation or certification as a part of its proposal.

The offeror's technical proposal shall discuss in detail the diversity of services, as well as the proximity of facility providers to the FCI, that it is capable of providing to achieve Output #1.

**Output #2: Provide professional 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 is an optional deliverable. However, if the offeror proposes to provide these services, the following minimum requirements shall apply. 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.

**V1. Community-Based Services**

Professional services resulting from a BOP referral are necessary to be performed in a community-based setting (e.g., hospital facility, surgical center, physician's office, etc.). If proposed, the Contractor shall provide the services of professional medical staff who have appropriate educational qualification, experience, licensure, and board certification (where required) to achieve Output #2. This output specifically excludes the provision of radiological interpretations of BOP-provided films, images, or other media.

If requested by the Contracting Officer, the Contractor shall be required to document primary source verification of the credentials for each provider including: current license from the appropriate State Board of Medical Examiners, education from professional schools or universities, evidence of completion of internships and/or residences as appropriate.

Whenever possible, appointments for specialty care should be available within 14 calendar days from the date of referral to the specialty provider. This practice promotes the safety and security of the federal prisoner, the escorting correctional staff, and the general public. The medical urgency of any referral must receive consideration in the scheduling and delivery of professional services.

For prescriptions to be filled by the FCI pharmacy, contract providers shall only prescribe pharmaceutical drugs that are listed in the approved BOP Formulary. The BOP Formulary can be accessed at [2022\\_winter\\_formulary\\_part\\_1.pdf \(bop.gov\)](#). Requests for exemptions shall be submitted to the Contracting Officer's Representative (COR), who shall obtain the required approvals. As part of the Discharge Instructions, the issuance of sample medication to any Federal inmate shall be prohibited.

The offeror's technical proposal shall discuss in detail the diversity of services, as well as the proximity of professional providers to the FCI, that it is capable of providing to achieve Output #2.

**Institution-Based Services**

As an additional tool to satisfy Output #2, professional services may be performed within the confines of the FCI. If the resulting contract does not provide for telemedicine consultation or all

of the on-site clinics listed, the FCI reserves the right to pursue such contracts. The FCI also reserves the right to determine the manner of an inmate's referral, i.e., via on-site clinic, via community-based referral, via telemedicine consult, or any other method the FCI determines to be reasonable and appropriate.

If the Contractor performs on-site specialty clinics at the FCI, the following minimum requirements shall apply. Contract services shall be provided on-site within the Health Services Unit of the FCI. Consultations shall be limited to the chief complaint on the BOP consultation form.

Services shall include diagnosis and treatment of medical conditions with appropriate referral, if necessary, to a specialist at the contract medical facility. Scheduling of clinics shall be subject to the mutual agreement of the FCI and the contract provider. Scheduling of inmates for on-site clinics shall be performed by the FCI. Providers performing institution-based services shall be licensed to practice medicine in any state. Providers performing these services shall apply for clinical privileges at the FCI. 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 FCI shall be at the sole discretion of the FCI. Non-physician providers shall maintain active licenses from the State of New York as applicable.

The following specialty clinics/sessions may be conducted at the FCI, contingent upon an acceptable offer. [Optometry shall be paid based upon the provision of defined sessions.](#) Note: Session-priced items which exceed the established session or are less than a full session shall be pro-rated to the nearest quarter hour. The BOP reserves the right to award some, all, or none of the following on-site clinics:

### [Optometry](#)

In the event it becomes necessary for the Government to cancel a scheduled visit, the FCI will provide the contract provider with 48-hour written or verbal notice prior to canceling a visit. However, certain circumstances beyond the control of the FCI (e.g., fog or other Acts of God, institution disturbances, etc.) may dictate the cancellation of a scheduled visit with less than 48 hours written or verbal notice. In the event it becomes necessary for the contract provider to cancel a scheduled visit, the Contractor may provide qualified replacement professional staff or may reschedule a mutually agreed upon replacement session. Prior to utilizing replacement staff, the Contractor must obtain preliminary clearance from the Contracting Officer or COR, in accordance with the security and privileging requirements of this contract.

All contract personnel providing services within the confines of the institution shall have a complete background investigation conducted in accordance with BOP Program Statement 3000.03, "Human Resource Management Manual." See also "Contract Security/Investigative Requirements" contained within **Attachment 3 – Special Contract Conditions** of this solicitation/contract. 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 Contracting Officer or COR will be responsible for scheduling training for all applicable contract staff.

**Output #3: Submit properly-priced invoices for services rendered.**

**Overview.** Upon completion of a treatment encounter, the Contractor shall prepare and submit proper invoices for services rendered under this contract. For the purpose of this contract, a specific definition for what documentation constitutes an invoice is provided below. A proper invoice shall include the information specified in FAR clause 52.212-4, Contract Terms and Conditions - Commercial Items, paragraph (g). Services shall be invoiced in accordance with the terms and conditions of the contract, including the payment rate structures specified in the contract.

**Invoice/Medical Claims Adjudication.** The institution will employ a process of invoice/medical claims adjudication to ensure, at a minimum, that the services billed by the contractor were properly authorized and ordered by the institution, are appropriately coded in compliance with Medicare coding policies (where applicable), are properly priced in accordance with the terms and conditions of the contract, and do not represent duplicate billings for payments already made. In addition, the institution may utilize the services of a third-party medical claims adjudicator to review medical claims submitted by the contractor under this contract. When requested by the institution, the contractor shall comply with all reasonable requests for additional invoice/medical claim/medical record documentation. All invoice payments shall be made by the institution and any disagreements regarding the paid amount of any invoice shall be resolved directly with the institution.

**Invoice Definitions.**

**Line Items 1a. – Inpatient Facility Services and 1b. – Outpatient Facility Services**

**2a. – Inpatient Physician Services and 2b. – Outpatient Physician Services:** At the outset of this contract, an invoice for services rendered under Line Items 1a., 1b., 2a., and 2b. shall be a paper version of an invoice containing not more than 50 individual medical claims. Each invoice shall be supported with paper copies of Universal Billing (UB) 04 forms or Centers for Medicare and Medicaid Services (CMS) 1500 forms, as applicable, for each medical claim included in the invoice.

Following written notification to the Contractor by the Contracting Officer that a third-party medical claims adjudication service will be utilized by the institution, an invoice for services rendered under Line Items 1a., 1b., 2a., and 2b. shall be a paper invoice detailing not more than 50 individual medical claims which have been electronically transmitted to the BOP’s medical claims adjudicator via American National Standards Institute (ANSI) 837 format that also conforms to Medicare and Health Insurance Portability and Accountability Act of 1996 (HIPAA) electronic billing standards. For each medical claim included on the invoice, the contractor shall reference, at a minimum, the following information: Task Order number,

inmate name and register number, date of service, provider of service NPI number (s), provider of service name, billed code, and contract amount billed. Medical claims detailed in the invoice shall be listed first in descending order by the Task Order number, second in alphabetic order by the inmate's last name, and third by ascending date of service (i.e., earliest to latest) when more than one medical claim is present for the same inmate within the same invoice. An electronic copy of the invoice including the same fields listed above will also be provided to the institution in Microsoft Excel or comma-separated values (CSV) format. The electronic copy of the invoice should be submitted to the institution using an encrypted email service or may be submitted along with the paper copy of the invoice being submitted to the institution.

If the Contractor's proposal encompasses the provision of oral surgery and/or dental procedures, only those medical claims which represent adjunctive dental care will be submitted by the Contractor to the medical claims adjudication contractor for processing. Oral surgery and/or dental procedures which are not considered to be adjunctive dental care will be submitted to the institution for verification.

The Contractor shall not submit a medical claim for processing that the contractor knows or has reason to believe contains inaccurate, incomplete, or misleading information. Additionally, the Contractor shall only submit Current Procedural Terminology (CPT)/Healthcare Common Procedure Coding System (HCPCS) provided by medical service providers. Medical claims which contain inaccurate, incomplete or misleading information shall be held by the Contractor and not submitted until such time as all lines are deemed to be accurate and complete. At that time, the Contractor may proceed with submitting the medical claim for processing and invoicing the institution for all services represented by that medical claim.

**Line Items 2c1.-Outpatient Institution Services-Optometry:** An invoice for services rendered under Line Item 2c1. shall be a paper invoice detailing the date(s) and sessions were provided, the number of days and sessions provided, the unit pricing applied, and the extended total amount due. The BOP will not use the services of a third-party medical claims adjudicator for verification of these services.

### **Provider Information.**

**Submission of Provider Data to the BOP's Medical Claims Adjudicator.** Within 10 calendar days after notification that a third-party medical claims adjudication service will be utilized by the institution, the Contractor shall provide the BOP's medical claims adjudicator with a complete list of provider information, which will enable the medical claims adjudicator to accurately identify the correct payable amount for any provider performing services under the Contract. Specific informational requirements are provided in the attached **"List of Provider Information Requirements"**. Provider information supplied to the BOP's medical claims adjudicator should be appropriately marked to identify the data as proprietary information so that it may be adequately protected by the BOP and its contracted medical claims adjudicator. Provider information shall be submitted directly to the BOP's medical claims adjudicator. As individual providers are added to the contractor's network, the contractor shall provide the information listed on the **List of Provider** information to the



medical claims adjudicator no less than three business days prior to filing claims electronically for services rendered by such new providers.

**National Provider Identifier (NPI) Numbers** - The Contractor shall utilize only providers who have a current National Provider Identifier (NPI) number.

**Technical Data for Submission of Medical Claims.** Prior to the submission of an invoice to the institution, the Contractor shall electronically transmit the information found on each individual invoiced medical claim via ANSI 837 format only, to the BOP's medical claims adjudicator. Any claims submitted to the medical claims adjudicator's claims clearinghouse with missing or invalid provider information will be automatically rejected in a 277CA Claims Acknowledgement message noting the missing or invalid provider information received.

**After the Contractor's electronic transmission to the BOP's medical claims adjudicator, the Contractor shall promptly submit a paper copy of the invoice to the institution.** The Contractor will also post the ANSI 837 file in an FTP site set up and maintained by the BOP's medical claims adjudicator. Address information for the submission of a paper claim to the BOP's medical claims adjudicator is provided in the attached **"Information Requirements for Medical Claims,"** along with other pertinent details.

#### **Procedures for Filing Corrected Medical Claims.**

A corrected claim is a replacement of a previously submitted claim with claim line level denials or issues. Previously submitted claims that were completely rejected or denied should be sent as a new claim rather than a corrected claim.

**Facility Services:** If it becomes necessary to file a corrected medical claim for facility services, the Contractor shall electronically transmit the information found on each individual corrected medical claim via ANSI 837I format only, to the BOP's medical claims adjudicator.

Institutional Provider corrected claims should include a value of '7' (Replacement of Prior Claim) in Loop 2300, Segment CLM05-3.

**Physician/Professional Services:** If it becomes necessary to file a corrected medical claim for professional services, the Contractor shall electronically transmit the information found on each individual corrected medical claim via ANSI 837P format only, to the BOP's medical claims adjudicator. Professional Service Provider corrected claims should include a value of '7' (Replacement of Prior Claim) in Loop 2300, Segment CLM05-3.

After the Contractor's submission to the BOP's medical claims adjudicator, the Contractor shall promptly submit a paper copy of the invoice or credit memo, as applicable, to the institution. Invoices for corrected medical claims shall be clearly marked as such and shall be separate from routine invoices. Invoices or credit memos for corrected medical claims shall detail information pertaining to the original medical claim submission (including any amount(s) previously paid and the associated invoice numbers) and shall bill only for the

corrected medical claim submission or reflect the credit amount due for the corrected medical claim submission.

**Payment by the Institution.** The institution will pay all invoices directly to the Contractor. If the invoiced amount of a medical claim exceeds the adjudicated amount of that medical claim, the institution will take an administrative deduction from the invoice. The institution will provide written notification to the Contractor when an administrative deduction is taken from an invoice payment.

If the Contractor is in disagreement with the paid amount of a medical claim, the contractor will provide written notification to the institution of the disagreement along with the reasons why the Contractor believes the medical claim was paid incorrectly. The institution will interface between the Contractor and the medical claims adjudicator to bring resolution to any disagreements. If it is determined that a medical claim was paid incorrectly by the institution, interest on the underpayment will be paid when required by the Prompt Payment Act.

### **Timeliness of Medical Claims**

Claims shall be submitted/invoiced within 90 calendar days after an inmate's discharge or outpatient encounter or other service provided under this contract. Medical claims which are submitted/invoiced beyond the 90-day requirement shall constitute a performance deficiency under this output and shall be documented in the Contractor's performance evaluations. Medical claims which are submitted/invoiced within the acceptable time period, but are found to contain errors or require further justification, will be rejected and shall be resubmitted/reinvoiced by the Contractor within 30 calendar days from the date of rejection. Upon resubmission, invoices for corrected medical claims shall bear the new date of submission.

No later than November 1 of each year, the Contractor shall stimulate the billing process by reviewing its records, including those of subcontracted providers, to determine an estimated amount of outstanding charges for services provided through 30 September of that year. Based upon information generated through this review process, the Contractor shall provide a written estimate to the institution of outstanding fiscal year obligations, supported by adequate documentation. This estimate and supporting documentation shall be provided to the Contracting Officer no later than 1 December of each year. The Contractor shall put forth its best efforts to ensure the accuracy of the annual estimate provided to the Government.

**Prompt Payment to Health Care Providers.** In accordance with FAR 12.213, the Contractor shall implement commercial practices for health care payers in the surrounding community for prompt payment of all health care providers performing services under this contract. Such prompt payment terms shall be a material part of all subcontracts/agreements awarded by the Contractor. The Contract shall ensure that all health care providers acknowledge the following notice upon award of a subcontract/agreement for performance under this contract.

**Notice to Health Care Providers.** All health care providers are hereby advised that the Bureau

maintains no privity of contract with any party other than the prime contractor regarding performance of the above-referenced contract. Notwithstanding FAR 52.212-4(b), a subcontract or other agreement between the prime contractor and a health care provider is a private-party contract. As such, the Bureau will not intervene in disputes between prime contractor and any subcontractor/health care provider on any issue, including payment disputes. All subcontractors/health care providers are advised that payments due from the Bureau for performance under the prime contract will be paid only to the prime contractor. Accordingly, the prime contractor is responsible for remitting payments to subcontracts/health care providers in accordance with the terms of the negotiated subcontract/agreement, if any. By submitting a response to the solicitation and or by accepting this award the contractor acknowledges as such, the prime contractor and subcontractors/health care providers should look to the remedies afforded them under any such negotiated subcontract/agreement.

If the Contractor fails to make prompt payment to health care providers, the Contracting Officer will consider any “unjustified failure(s)” by the Contractor to make prompt payments to a health care provider when evaluating the Contractor’s performance. Any unjustified failures to make prompt payments to health care providers will be reported in the Contractor Performance Assessment Reporting System (CPARS). The Government may terminate this contract, or any part hereof, for cause in the event of any default by the prime contractor, or if the prime contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance.

**Output #4:   Manage medical record information in a manner which promotes continuity of care while observing restrictions on the release of information.**

Upon request, authorized BOP staff shall have access to and obtain copies of all inmate medical records and evaluation and treatment reports prepared and maintained by the contract facility and/or contract providers. Inmate medical records will be subject to review by the FCI for validation of payment and verification of services rendered. 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.

Notwithstanding the above restrictions on the release of information, medical record information shall be provided to the FCI in order to enhance inmate recovery as well as continuity of care. For inpatient admissions, a faxed report documenting treatment plans will be submitted to the FCI Medical Records Department no later than 8 am each day. This form with the requested information will be provided to the Contractor by the FCI. At the completion of treatment, the Contractor shall provide the FCI with documented discharge instructions, as provided by the attending physician. Copies of all lab, x-ray, ekg, progress notes and emergency room working notes shall also accompany the patient or be faxed immediately to the COR. A written report by the attending physician which documents the circumstances of the inpatient treatment, outpatient procedure, or other consultation shall be provided to the COR within ten business days of the inpatient discharge, outpatient procedure, or other consultation. All lab and consultations pending at time of discharge shall be faxed to the COR upon receipt but not later than ten

calendar days past discharge.

**Output #5: Maintain open avenues of communication, facilitating the exchange of information between the contract physician, contract facility, 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 Contracting Officer 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 (i.e., after-hours and weekend referrals).

There shall be an open line of communication between the Contractor, its representatives, and the FCI 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 time period or the next normal working day. All FCI referrals shall be the sole responsibility and decision of the Government. No inmate may be transferred to another medical facility, with exception of emergency cases, without advanced approval by authorized FCI medical staff.

A contract provider may discuss with the inmate patient only the diagnosis and possible treatment options directly related to the written consultation provided by the FCI. 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 FCI 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 FCI. The Contractor shall not perform any treatment/procedures unrelated to the reason for consultation without receiving prior authorization from the FCI.

## **VI. Enhancements to the Basic Contract Requirements**

Offerors are encouraged to propose enhancements to the basic contract requirements which will facilitate the FCI's ability to conform to the BOP's stated mission. Due to security concerns inherent in transporting an inmate into the community for medical care, it is the FCI's preference to treat inmates within the confines of a secure perimeter whenever possible. Offerings which assist the FCI in mitigating security concerns are considered beneficial to the Government and will be evaluated for merit. Enhancements are not additional line items.

Pricing for offered enhancements must be absorbed in the line item structure established within **Attachment 1 – Contract Pricing and Sub-Contract Certification**. Offerings of enhancements that are separately-priced line items will not be considered or accepted. The government reserves

the right to reject any offered enhancements that are determined not to be in the best interest of the Government.

The offeror's technical proposal shall discuss in detail any such enhancements proposed, including relevant terms and a detailed discussion of the merits of offered enhancements.

## **VII. Inmates Who Release from BOP Custody**

Offerors are advised that the BOP retains responsibility only for inmates in the custody of the BOP. The BOP's responsibilities, including fiscal responsibilities, end with the inmate's release from custody. Once released from custody, the former inmate will become personally liable for any further medical treatment received. When an inmate's term of commitment expires while the inmate is in inpatient status in a contracted facility, the BOP will use its best effort to notify the Contractor in advance of the inmate's projected release date. In preparation of a pending release from BOP custody, the Contractor shall provide planning assistance to an inmate who requires continuing or follow-up medical care that extends beyond his or her projected release date.

Should an inmate's release date come while in inpatient status in a contracted hospital, the inmate's place of conviction and/or legal residence is outside the local area, and there are no other entities assuming custodial responsibility for the inmate, the BOP will accept financial responsibility for the inmate's medical care until the BOP can satisfy its obligation provide release transportation for the inmate.

## **VIII. Prison Rape Elimination Act (PREA)**

FCI Health Services staff are responsible for assessment, examination, documentation, and treatment of inmate injuries arising from incidents of sexual abuse, including testing when appropriate for pregnancy, HIV, and other sexually transmissible infections (STIs). Where indicated, medical staff, trained in the collection of sexual assault evidence (e.g., "rape kit") should conduct an examination for physical evidence that may be used later in formal investigations, or refer the inmate to trained health care professionals from the local community or at the local community facility equipped (in accordance with local laws) to evaluate and treat sexual assault victims. Should there be a need for the FCI to refer the inmate out into the community to a trained health care professional, the offeror's technical proposal shall discuss in detail the protocol (including but not limited to, the facilities who offer these services, examiners' certifications, and local laws/requirements) to help meet this requirement.  
(End of Performance Work Statement)