

**Performance Work Statement
Special Needs Grounds Transportation
VA Palo Alto Health Care System**

Section 1: General Information

1.1 General: This is a non-personnel services contract to provide special needs ground transportation services for the VA Palo Alto Health Care System (VAPAHCS). The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.2 Hours of Operation: Work shall be provided as requested 365 days a year, 24 hours a day, regardless of distance. For long distance trips the Contractor may require 24 hours' notice.

1.3 Period of Performance:

Base Year:	May 1, 2016 to April 30, 2017
Option Year 1:	May 1, 2017 to April 30, 2018
Option Year 2:	May 1, 2018 to April 30, 2019
Option Year 3:	May 1, 2019 to April 30, 2020
Option Year 4:	May 1, 2020 to April 30, 2021

1.4 Place of Performance: Work will require transportation to / from three major medical centers and seven Community Based Outpatient Clinics (CBOC).

Medical Centers

Palo Alto Veterans Affairs Medical Center (VAMC)	Livermore VAMC	Menlo Park VAMC
3801 Miranda Ave. Palo Alto, CA 9430	4951 Arroyo Rd. Livermore, CA 94550	795 Willow Rd. Menlo Park, CA 94025

Community Based Outpatient Clinics

Capitola CBOC 1350 41 st Ave., Ste 102 Capitola, CA 95010	Fremont CBOC 39199 Liberty Street Fremont, CA 94538	Monterey CBOC 3401 Engineer Lane Seaside, CA 93955
San Jose CBOC 80 Great Oaks Blvd. San Jose CA 95119	Sonora CBOC 13663 Mono Way Sonora, CA 95370	Stockton CBOC 7777 South Freedom Rd. French Camp, CA 95231
Modesto CBOC 1225 Oakdale Rd. Modesto CA 95355		

1.5 Type of Contract: The government will award a Firm Fixed Price contract.

1.6 Invoicing: All invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

VA's Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, Tungsten, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://www.tungsten-network.com/US/en/veterans-affairs/> to begin submitting electronic invoices, free of charge.

More information on the VA Financial Services Center is available at <http://www.fsc.va.gov/einvoice.asp>.

Vendor e-Invoice Set-Up Information:

Please contact Tungsten at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center for payment processing, free of charge. If you have question about the e-invoicing program or Tungsten, please contact the FSC at the phone number or email address listed below:

- Tungsten e-Invoice Setup Information: 1-877-489-6135
- Tungsten e-Invoice email: VA.Registration@Tungsten-Network.com
- FSC e-Invoice Contact Information: 1-877-353-9791
- FSC e-invoice email: vafscshd@va.gov

Section 2: Definitions & Acronyms

2.1 Definitions:

Base Rate. The rate paid for one-way transportation from a designated pick up point to a designated delivery point. This rate will be paid for all authorized one-way trips ordered under this contract action during all phases of the trip made on behalf of the Government. The Base Rate shall constitute full compensation for one-way trips which do not exceed 40 miles for each identified Medical facility.

Beneficiary. Veteran determined to be eligible for benefits by the VA

Contracting Officer. VA official with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings, and is a member of the vehicle inspection team.

Contracting Officer's Representative (COR). VA official responsible for providing contract oversight and technical guidance to the Contracting Officer. Some of the COR's responsibilities include certification of invoices, placing orders for service, providing technical guidance, overseeing technical aspects of the contract, and is a member of the vehicle inspection team. Contract administrative functions remain with the Contracting Officer.

Contractor. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

Discharge Services. Trips requiring transport upon beneficiary discharge from facility. These are also referred to as "add-on", based on the time frame of request. Travel coordinator will advise the Contractor as to any travel and/or time restrictions.

Dry Run. A dry run is a request for service by authorized Medial Center personnel, whereby the Contractor arrives at the designated pick-up point and no patient is transported due to a change in the Medical Center's needs and verified by VA staff. The Contractor will be entitled to the applicable base rate only when dry runs are encountered due to no fault or negligence of the Contractor.

Joint Commission on Accreditation of Healthcare Organizations. A national organization dedicated to improving the care, safety and treatment of patients in a health care facility and environment.

Mileage Rate. The rate for each mile traveled beyond 40 miles during a single one-way trip. In no event shall the Contractor receive this rate for miles traveled within the specified mileage threshold.

No Patient Charge. Fee allowed to Contractor for scheduled pick-ups, which due to circumstances are beyond the contractor's control (i.e. patient refuses pick-up, patient not home, patient not medically/mentally suitable for transport, etc.). The Contractor shall not assess this charge on scheduled pick-ups that are cancelled in advance by the VA and/or the patient cancels due to being unable to arrive for scheduled appointment in time.

Stair Assist. Two qualified persons to assist a patient down stairs on a wheelchair or gurney. Maximum of 25 stairs.

Subcontractor. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.2 Acronyms:

CPR	Cardiopulmonary Resuscitation
COR	Contracting Officer Representative
MMR	Measles-Mumps-Rubella
PPD	Purified Protein Derivative
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
TB	Tuberculosis
VA	Veterans Affairs
VAPAHCS	Veterans Affairs Palo Alto Health Care System

Section 3: Government Furnished Property, Equipment, and Services

None

Section 4: Contractor Furnished Items and Services

The Contractor shall provide all equipment, supplies, management, supervision, and personnel necessary to assure that all services are in accordance with the contract and all applicable laws and regulations. The contractor shall ensure all work meets performance standards specified in this Performance Work Statement (PWS).

Section 5: Specific Tasks

5.1 General

- A. The Contractor shall provide special needs ground transportation services for beneficiaries of the Department of Veterans Affairs facilities listed in section 1.4.
- B. Toll-Free Number: The Contractor shall provide a toll free number for accepting calls from the Veterans Affairs (VA). It is estimated that 90% of all requests for services will be placed by telephone. Requests for service may also be in writing or oral from an authorized representative of the VA, and may be completed by telephone, facsimile, mail, e-mail, or in person.
- C. Electronic Transmissions: The Contractor shall propose an electronic media, (e.g. facsimile, e-mail), available at all times during the contractor period to communicate requirements such as patient incidents, requests for services, special correspondence, etc. with the VA. Use of this communication system will be mutually agreed upon after award but prior to contract performance.
- D. Contractor Personnel Roster: A personnel roster must be provided within seven days after the award of the contract. The contractor must provide the following employee information:
 - 1) Name
 - 2) Position Title
 - 3) Work Assignments Area

Any personnel changes must be submitted with two business days after the changes occur.

5.2 Scheduling

- A. *Beneficiary Trip Scheduling*. Beneficiaries will directly contact the Contractor with a minimum of 24 hours advance notice to schedule their transportation. At the time of a trip request, the Contractor shall verify the beneficiary's authorization, negotiate pickup time and place, and provide the caller with a reference number for reference in billing, or resolution of any questions. The form and method of communication VA authorization and eligibility status from VA to the Contractor shall be determined after direct discussion between the parties.

- B. *Routine Services.* Trips scheduled two or more business days prior to travel Beneficiary, caregiver, or significant others can contact the contractor directly to schedule routine trips. Request for services with less than two business days' notice to the Contractor shall be made by a member of VA staff.
- C. *Scheduled Trip.* Refers to those trips in which the Contractor has been given advance notice (notice given by 4:30 p.m. the prior business day) of required services and a specific pick-up time. For return trips from scheduled outpatient visits, clients should not have to wait more than 30 minutes for pick up, no matter where the patient resides.
- D. *Short Scheduled Trip.* Refers to trips that have been scheduled in advanced, repeated trips e.g. dialysis.
- E. *Unscheduled Trip.* Refers to those trips required on an as needed basis and advance notice is not given. The following listed response times will be considered acceptable for "Unscheduled Trips" from the listed VA Palo Alto Health Care System facilities:

<u>Pickup Location</u>	<u>Response Time</u>
VA Sonora	4 hours
VA Stockton	3 hours
VA Modesto	3 hours
VA Livermore	2 hours
VA Menlo Park	2 hours
VA San Jose	2 hours
VA Palo Alto	2 hours
VA Monterey	3 hours

NOTE: Response time is defined as the time from the trip order to the pickup time.

- F. *Urgent Services.* Unscheduled services requiring immediate action, which will be requested by VA staff. Emergent cases will be telephoned to the Contractor immediately followed by VAF-10-7078 faxed to the Contractor.
- G. *Waiting.* The time required and verified by authorized medical facility personnel, for the Contractor to wait at designated pick-up and/or delivery points in performing contract services.
- H. *Waiting Grace Period.* The waiting grace period is fifteen minutes prior to time waiting charges commence. The base rate for transportation services shall include a fifteen minute waiting grace period at origin and destination.

5.3 Requests for Services

- A. Prior to performance, the COR shall provide the Contractor with a list of names or position titles and phone numbers of authorized Government personnel who may request services and receive calls from Contractor regarding contract performance. This list will be updated and submitted to the Contractor as changes occur.
- B. The Contractor shall ensure that requests for services are received from authorized medical center personnel or from clients pre-approved by authorized VA staff. Services rendered in response to requests from other than authorized personnel shall be at the risk of the Contractor and any cost related thereto shall be borne by the Contractor.
- C. The Contractor shall normally transport only one beneficiary per trip when authorized by VA personnel. When more than one beneficiary is transported reimbursement for the second patient mileage will not be charged, however, mileage will only be paid for the longest distance over which a patient is transported.
- D. The Contractor shall account for services through the use of a "trip ticket". The trip ticket shall indicate the date and time of service call, name of beneficiary requiring services, type of transportation requested, designated pick-up and delivery points, actual time of arrival at pick-up and delivery points and actual waiting time at pick-up and delivery points, if waiting charges are claimed. Copies of trip tickets are to be provided monthly, along with the monthly invoices sent for payment. Fast-Trak and or bridge receipts should also be provided on a monthly basis.
- E. All patient transportation requests shall be placed against schedule, and shall be verified against invoices and trip ticket. When ordering services, the VA medical facility will provide the following information:
 - 1) Mode of transportation required;
 - 2) Required date and time of arrival;
 - 3) Name of beneficiary;
 - 4) Pick-up and delivery point;
 - 5) Type of equipment required;
 - 6) Last four of the patient's Social Security Number;
 - 7) And any other special instructions;
- F. The Contractor shall notify VA staff of any address changes from clients existing address of record prior to providing service.

5.4 Contractor Personnel Requirements

- A. The Contractor's conduct shall be in business-like manner at all times while on VA premises. The Contractor shall furnish an identifying badge with name, function, and a photograph of the employee. The Contractor personnel shall wear an appropriate and professional uniform. The Contractor shall meet the qualifications as specified in the contract, as well as any qualifications required by Federal, State, County and local government entities from the place in which they operate.
- B. Within seven days after receipt of award notification, the Contractor shall provide evidence of required training, certifications, licensing and any other qualifications of any personnel performing services under this contract. The initial documentation shall be provided to the Contracting Officer.
- C. During the period of performance, if the Contractor proposes to add-on or replace personnel to perform contract services, the Contractor shall submit the required evidence of training, certifications, licensing and any other qualifications to the Contracting Officer Representative (COR). At no time shall the Contractor utilize add-on or replacement personnel to perform contract services who do not meet the personnel qualifications of this contract.
- D. Contractor shall be responsible for using appropriate driver screening and selection criteria when employing drivers. Such screening shall include but not limited to testing drivers for prohibited drug use and alcohol misuse; a criminal background check, to the maximum extent permitted by state law.
- E. Drivers shall have a valid operator's license in accordance with Federal, State and local government requirements for their place of operation for the services they perform, be capable of administering oxygen and have successfully completed the Standard and Advanced First Aid Course of the American Red Cross and Basic Life Support Cardiopulmonary Resuscitation (CPR) training or equivalent and be capable of providing necessary assistance.
- F. Drivers shall have the following before they provide any services related to this contract:
 - 1) Health examinations including annual Tuberculosis (TB) skin test result;
 - 2) Either received the Hepatitis B vaccine series, or is immune as a result of acquired infection, or have been offered and refused the vaccinations.
 - 3) Received Measles-Mumps-Rubella (MMR) vaccine. Combined vaccine (MMR) is the vaccine of choice if individuals are likely to be susceptible to more than one of the three diseases and is required for all persons born after 1956.
 - 4) A negative Purified Protein Derivative (PPD) within the last six months, or if a known reactor, a negative chest X-ray within the past year.

- 5) A history of Varicella (chicken pox) or, if unknown, results of a Varicella antibody test. If non-immune, must be vaccinated with Varivax (chicken pox).
- 6) Received training in Universal Precautions and Blood Borne Pathogens, Hazardous Material Management, and Life Safety Management (fire preparedness).

5.5 Contractor Equipment, Vehicles and Inspection

- A. The VA reserves the right to inspect contractor's equipment and vehicles or require documentation of compliance with contract specifications, State laws, rules, regulations and guidelines governing transportation vehicles. VA inspections of contractor equipment will not constitute a warranty that the contractor's vehicles and equipment are properly maintained.
- B. The VA reserves the right to restrict the Contractor's use of equipment and vehicles that are not in compliance with contract requirements. The restriction of such equipment and vehicles shall not relieve the contractor from performing in accordance with the strict intent and meaning of the contract and without additional cost to the VA.
- C. Vehicles shall meet all current applicable Federal, State and local specifications and regulations including, but not limited to, licensing, registration, and safety standards.
- D. Vehicles shall be clean and maintained in good repair in accordance with manufacturer's instructions and specifications, at all times during the performance of this contract.
- E. The contractor shall not be permitted to borrow medical equipment from the Medical facilities. Contractor shall at no time and under any circumstances exchange equipment with VA. At no time will the Contractor leave vehicles on VA premises unless a pick-up or delivery is in process.
- F. Contractor is responsible for supplying all needed appropriately sized wheelchairs, including leg extensions (as needed) unless wheelchairs are provided by Medical Facility or patient.
- G. Contractor is responsible for a system that provides drivers with directions/guidance in all vans.

5.6 Contractor Vehicles

Vehicles shall contain at a minimum, the following:

- A. Loading platform shall be integral to the vehicle and made of a least thirteen gauge steel. Platforms shall have raised edges, be counter balanced, self-adjusting to curbs and sidewalks, and self-storing. When not in use platform shall be securely stored so as not to block the vision of the driver or inconvenience the patient.
- B. Side and rear loading doors shall be operational from both inside and outside vehicle.
- C. Vehicles shall have clamp cleats or belts to firmly anchor wheelchair/scooters and prevent movement in any direction.

- D. Steps shall be treated with non-skid material.
- E. Vehicles shall have safety belts for all occupants.
- F. Vehicles shall have working heating, air conditioning, and adjustable temperature controls.
- G. Vehicles shall contain four emergency flares and warning lights, and one 5 pound ABC rated fire extinguished with fire extinguisher tag showing record of inspections.
- H. Vehicle shall contain a First Aid Kit and Band-Aids, gauze, elastic bandages, sterile gauze pads, triangular bandages, cleansing wipes, tape, scissors, eye pads, and ammonia inhalants. All items shall be packed in sterile containers.
- I. Vehicles shall have two blankets.
- J. Vehicles shall have on board supplies to provide infections control precaution procedures.
- K. A two-way radio that must be fully operational at all times during contract performance. Using maps and or directional type devices shall be used.
- L. The Contractor shall provide all medications required while in transport, sheets and blankets and other equipment and supplies required for use while in transport, for direct patient care.
- M. The Contractor shall be required to transport non-ambulatory veterans on gurneys and litters who are not in need of emergency transportation or medical attention, but who needs to be in the recumbent position.
- N. The Contractor shall be required to provide wheelchairs, with leg braces (as needed) on all vehicles. Vans shall be equipped with a wheelchair at all times.

5.7 Contractor Performance

- A. In the event, the Contractor is unable to perform services or have services performed as required, the Contractor shall immediately notify the VA Travel Section and provide a justification for non-performance. The VA will re-procure services that cannot be performed by the Contractor. The Contractor shall indemnify the VA for excess re-procurement cost, which may result from the Contractor's inability to perform the required service or for non-response during off business hours. Payment of re-procurement costs shall not relieve the Contractor from any other provision in this contract. The VA will be the sole judge in determining when services will be re-procured. The failure of the Contractor to perform services within the required time frames and in accordance with terms and conditions may result in termination of the contract in accordance with FAR clause 52.212-4(m).
- B. If the VA determines immediate transportation is essential to prevent loss of life or serious bodily harm, transportation services may be procured without referral to the Contractor. In this rare situation, no charge shall be levied against the Contractor.

5.8 Escort

- A. The VA reserves the right to have an escort, such as a relative, or care provided of beneficiary or VA staff accompany beneficiary when the VA determines that such an escort is in the best interest of the beneficiary.
- B. The VA will also be the sole judge in determining when an escort is required. There shall be no additional charge to the VA when escorts are authorized to travel with beneficiary. The Contractor shall only be required to transport escort with patient and shall not be required to return the escort back to point of origin, unless requested by authorized VA staff.

5.9 Substitution of Beneficiary

- A. The VA reserves the right to substitute the beneficiary requiring services at any time during the performance of this contract, to prevent delays, cancellations, or dry runs. There shall be no additional charge to the VA when such changes occur.

5.10 Tolls

- A. Transportation services listed in this PWS do not include ferry, bridge, or road toll charges. Any legitimate toll charges shall be limited to ONE WAY ONLY and shall be listed separately on the Contractor's invoices.

5.11 Dry Runs

- A. The Contractor shall be entitled to the applicable base rate only when dry runs are encountered due to no fault or negligence of the Contractor, order of services must have been requested by authorized Medical Center personnel.
- B. In the event that the VA makes a determination that a previously scheduled trip may be cancelled, and a vehicle has already been dispatched to the designated pick-up point, the VA will notify the Contractor to cancel the order. For orders that are cancelled while the Contractor is already more than half way in route before being notified in route to the designated pick-up, the Contractor shall be entitled to receive 50% of the base rate for the trip, as provided in price schedule. This charge shall not include any mileage charge.
- C. This charge shall not be allowed if authorized VA personnel cancelled the trip within one hour of the scheduled pickup time.
- D. Should the Contractor arrive at the destination before VA cancels the order, or if the Contractor is unable to perform a scheduled pick-up for reasons beyond the Contractor's control, e.g., incorrect address, or patient absence, or patient refusal, then the Contractor shall receive 100% of base rate for a one-way trip as provided in the schedule, and applicable mileage if outside contract Mileage Threshold areas of coverage.

- E. The Contractor shall report all dry runs at time of occurrence and verify with VA staff before driver is allowed to depart location.
- F. The Contractor shall not charge dry run for trips if driver arrives too late to allow patients to keep scheduled clinic appointment.

5.12 Patient Rights

- A. The Contractor shall be courteous to VA beneficiaries and shall not smoke while transporting patients. Patients may bring a reasonable amount of equipment, such as folding wheelchair, consumable medical supplies and personal suitcase. When transporting patients to or from Medical facilities, the driver shall ensure that the patient's luggage, medical records, medications, and prosthetic devices are properly accounted for and delivered with the patient as required.
- B. The Contractor shall immediately notify the VA of any incidents involving injury to VA patients during transport. In the event of an incident, the Contractor shall promptly complete and submit to the Contracting Officer, an Incident Report with all information felt to be necessary for any full review.
- C. The Contractor shall notify the COR and Contracting Officer, in writing within 24 hours, of any complaints made by the patients with regards to transportation services. The Contractor may provide recommendations for improved services along with the patient complaints for the VA's review. No recommendation shall be construed as being effective until and unless it is provided as a written modification to the contract from the Contracting Officer.
- D. The Contractor shall assist the beneficiary from the departure point to the vehicle and to their destination point. Upon delivery of a psychiatric patient to the patient ward, the Contractor shall obtain from the responsible staff for the beneficiary a signed receipt. The receipt shall be retained by the Contractor. If the beneficiary is to be picked up for a return trip, a trip number shall be left with the staff member identifying the beneficiary's trip number to be used when calling for pickup.

5.13 Safety Requirements

- A. In order to protect the lives and health of patients, the Contractor shall take such safety precautions as the Contracting Officer, or his designate, may determine to be reasonably necessary.
- B. The COR, or designated representative, will notify the Contractor of any safety non-compliance and the action to be taken.
- C. The Contractor shall, after receipt of such notice, immediately correct the conditions to which attention has been directed. If the Contractor fails or refuses to comply promptly, the Contracting Officer (CO) may issue an order, stopping all or any part of the work.

5.14 Interference with Normal Functions

- A. The Contractor shall be required to interrupt their work at any time so as not to interfere with the normal functioning of the medical facility, including utility services, fire protection systems, and passage of facility patients, personnel, equipment and emergency and/or service carts. These interruptions should only be occasional. Any interruptions considered to be excessive should be brought to the attention of the Contracting Officer.

5.15 Contractor's Quality Control Program (QCP)

- A. The Contractor shall establish and maintain a complete QCP to assure the requirements of this contract are provided as specified. An electronic copy of the QCP will be submitted in the offeror's proposal. The QCP will be reviewed and if there are any needed clarifications, the QCP will be returned to Contractor for response. The Contractor's QCP shall include the following or have incorporated into during performance of contract, at a minimum:
 - 1) An inspection plan covering all services required by this contract. The inspection plan shall specify the areas to be inspected on either a scheduled or unscheduled basis; how often inspections will be accomplished and documented; and the title of the individual(s) who will perform the inspections.
 - 2) On-site records of all inspections conducted by the Contractor noting necessary corrective action taken. The Government reserves the right to request copies of any and/or each inspection.
 - 3) The methods for identifying and preventing deficiencies in the quality of service performed, before the level of performance becomes unacceptable; organizational functions noting intermediate supervisory responsibilities; and the overall management responsibilities for ensuring total acceptable performance.
 - 4) On-site records of all vehicle maintenance and repairs performed, on vehicles used in the performance of this contract. The methods of identifying and preventing vehicle breakdowns, and detailed procedure for alternative transportation of patients in the event of mechanical breakdown of vehicle shall be incorporated.
 - 5) On-site records identifying the character, physical capabilities, certifications and ongoing training of each employee performing services under this contract.
- B. The methods of identifying and preventing radio communication breakdowns. A detailed procedure for alternative communications in the event of electronic and mechanical breakdown of vehicle two-way radios shall be provided in the QCP.
- C. On-site records of any complaints or problems, with procedures taken to allow for corrections and/or elimination before effects caused interruption of performance of contract.